

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

July 10, 2012

3:00 p.m.

Cherokee Hall

NOTE: The Resource Recovery Development Authority (RRDA) will meet at 3:00 p.m. in Cherokee Hall prior to the Work Session.

AGENDA

1. Presentation of 2013 Outlook and Impact on Millage Rate by Janelle Funk.
2. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners

2013 OUTLOOK AND IMPACT ON MILLAGE RATE

JULY 10, 2012 | JANELLE FUNK



Agenda

- Starting Shortfall to 2013 Budget
- Possible Offsets to Shortfall
- 2012 Tax Digest
- Digest Decrease - Impact on Current Services
- Discussion of “Revenue Neutral” Millage Rate Calculation
- Example of Impact to Average Homeowner
- How Do We Compare to Other Counties
- How is LOST/HOST Relevant



2013 Outlook – Starting Shortfall



In 2012 the County relied on one-time & temporary funding sources to balance the budget that now must be replaced. In addition we have a few new funding requirements in FY 2013.

FACTOR	AMOUNT
Pension Fund credit used to reduce current year contributions	\$1.9M
Jail Fund reserves used to reduce General Fund jail utilities	\$850k
Legal costs have not decreased as planned, expected to increase in 2013	\$350k
Road improvement costs will be absorbed by operating funds in 2012 (\$300k) and 2013	\$400k
If unresolved, the General Fund will be required to pay unbudgeted debt service costs for RRDA in 2012 (\$300k) and 2013	\$1.2M
As previously reported, the Aquatic Center will not fully recover all costs in FY 2013	\$52k
Need to restore reserves back to recommended 10% level (\$6M) to avoid negative cash and begin saving for catastrophic losses – 2% in FY 2013	\$1.2M
TOTAL STARTING SHORTFALL	\$5.9M



2013 Outlook – Potential Offsets



FACTOR	AMOUNT
The Pension Plan has a \$3.8M credit remaining - \$1.9M could be utilized in FY 2013 to reduce FY 2013 contributions	\$1.9M
New business operator to assume 50% of RRDA debt	\$600k
Between 2006 – 2011 the General Fund spent \$3.9M on assets that could have qualified for SPLOST funding. In 2011 \$1.8M was reimbursed to the General Fund. \$2.1M could be reimbursed in FY 2013.	\$2.1M
New residents/businesses/growth in the County is expected to add new revenue	\$200K
Workers compensation costs to decrease	\$100k
Elections Department costs will reduce after heavy election year	\$100k
Find corporate sponsor for Aquatic Center	\$50k
Postpone reserve rebuild another year	\$900k
TOTAL POSSIBLE OFFSETS	\$5.9M



Option – Use The Offsets To Avoid A Tax Increase?

- Use all \$5.9M offsets
- Accept risk of achieving ~ \$750k uncertain amounts
- Understand using offsets is not perfect, but allows the county to avoid a tax increase
- Stretches what we have available to “make it work”





2013 Outlook – Decrease in Tax Digest



- Property Taxes are based on the property values in the Tax Digest
- Property Taxes provide 64% of the General Fund Budget and 96% of the Fire Fund Budget
- Even with some new growth, the 2012 Tax Digest dropped (for a fourth year in a row)

	2008	2009	2010	2011	2012 Estimate After Appeals *
Net Digest	8,647,647,873	8,363,998,552	7,652,619,260	7,200,385,902	6,674,402,691
Decrease \$		(283,649,321)	(711,379,292)	(452,233,358)	(525,983,211)
Decrease %		-3.28%	-8.51%	-5.91%	-7.30%

- Since the base dropped, if we applied the same 2011 Millage Rate we will collect \$4.4M less for the 2013 Budget

* Preliminary Tax Digest is -7.1% from 2011, based on history we expect final to be -7.3%



2013 Outlook – Math Behind the Millage Rate



	2011	2012 Estimate After Appeals *	Change
General M&O			
Net Digest	7,200,385,902	6,674,402,691	(525,983,211)
x 2011 Millage Rate	5.365	5.365	0
= Tax Levy	\$38,630,070	\$35,808,170	(\$2,821,900)

	2011	2012 Estimate After Appeals *	Change
Fire District			
Net Digest	5,394,865,807	5,007,487,905	(387,377,902)
x 2011 Millage Rate	3.129	3.129	0
= Tax Levy	\$16,880,535	\$15,668,430	(\$1,212,105)

	2011	2012 Estimate After Appeals *	Change
Parks Bond			
Net Digest	7,472,129,594	6,919,199,531	(552,930,063)
x 2011 Millage Rate	0.641	0.641	0
= Tax Levy	\$4,789,635	\$4,435,207	(\$354,428)

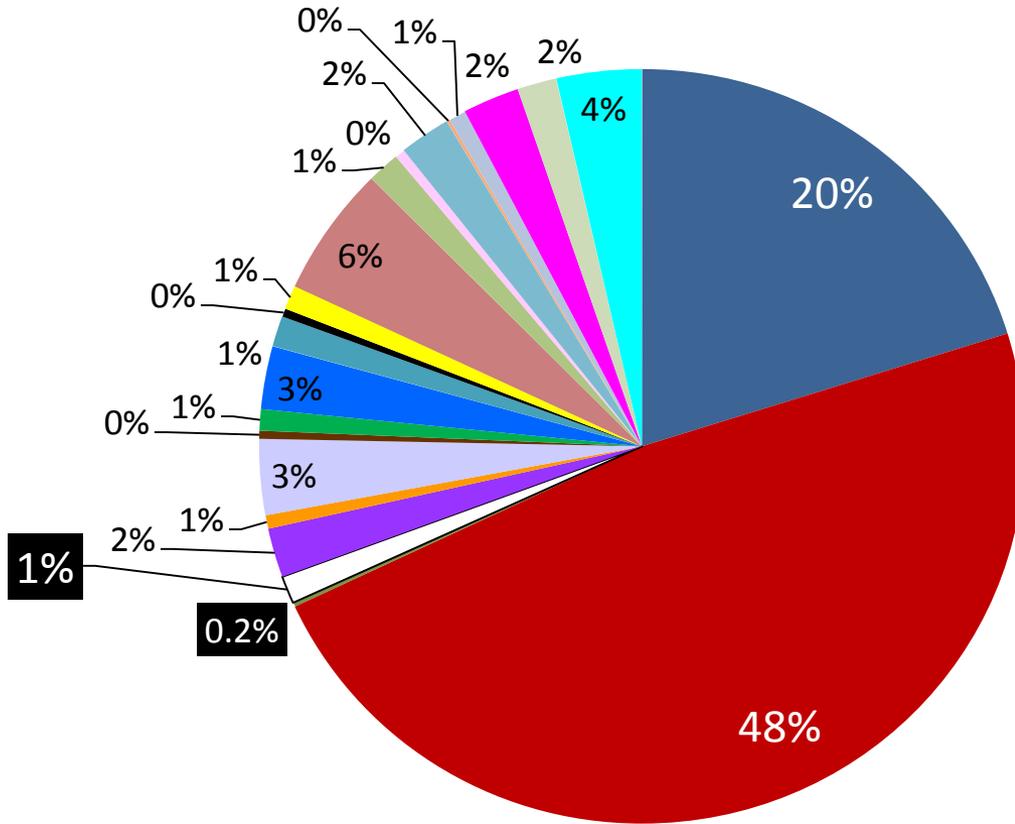
Our challenge

If the same level of services are required...

...how does the County provide the same services with less money?



General Fund Services - \$56.2M* Budget



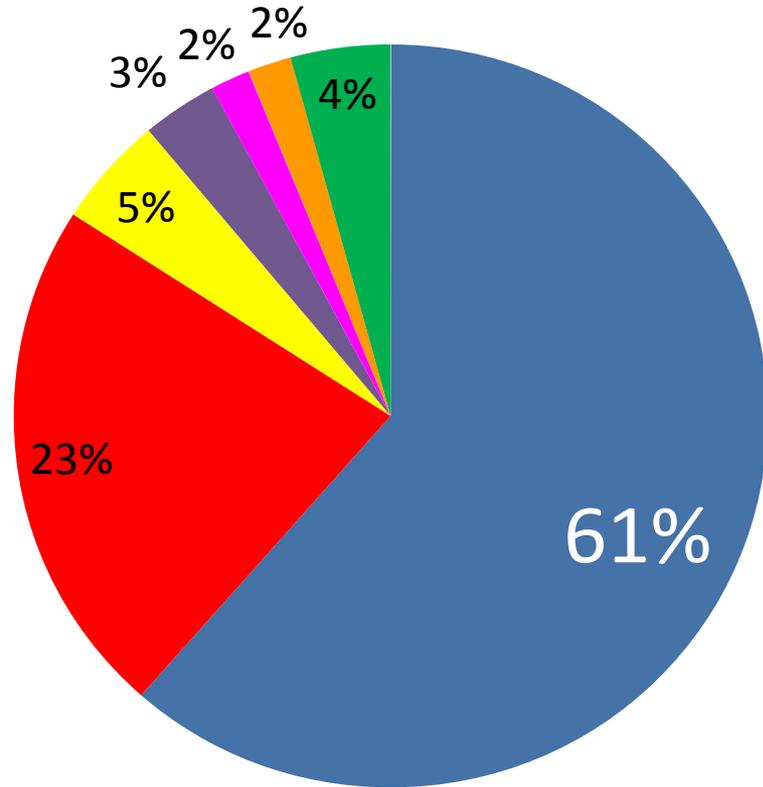
70% of the General Fund Budget is allocated to Public Safety & the Court System

- Judicial Services
- EMS Transfer
- Library Transfer
- Information Technology
- Finance
- Animal Shelter Transfer
- Youth Services & Other Community
- Allocated Costs (WC, Utilities)
- Sheriff Office
- Property Management
- Purchasing
- Parks & Recreation Transfer
- Tax Administration
- RRDA Debt Service
- Other General Services
- Coroner
- Health Department Transfer
- Senior Services Transfer
- Transportation Transfer
- Elections Department
- Capital
- Economic Development

*The 2012 General Fund Budget for 9 months is \$41.8M. \$56.2M is annualized for 12 months - only for presentation purposes.



General Fund – Major Cost Categories



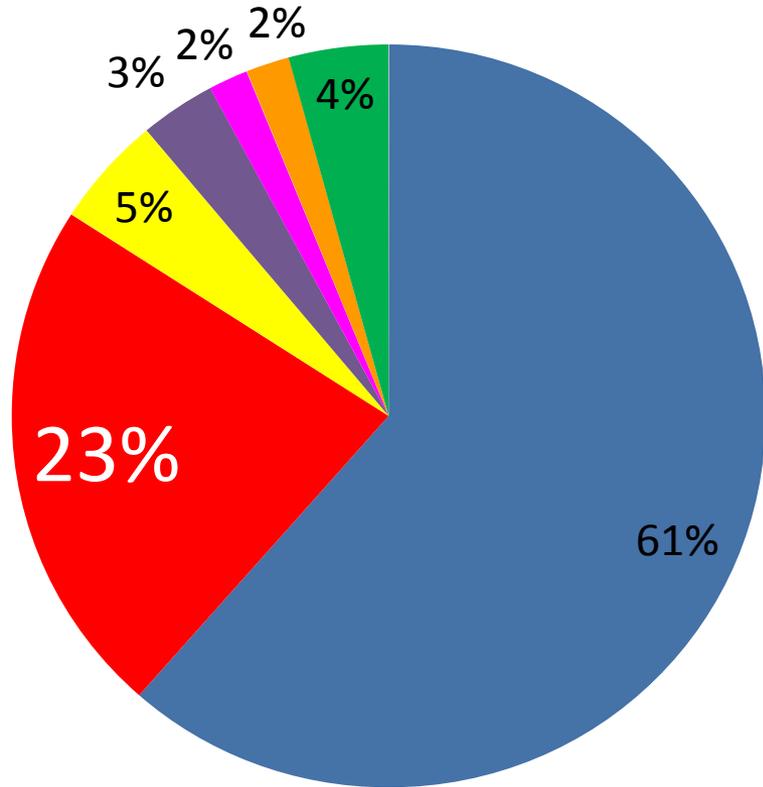
- Personnel
- Library & Other Agencies
- Utilities
- Transfers to Funds
- Operating
- Debt Service
- Insurance & WC

PERSONNEL COST NOTES

- Average Filled County FT Positions Decreased from 1,221 in 2008 to 1,132 as of 2012 YTD
- Cherokee County has the Lowest Headcount Per Capita in the Metro Atlanta ARC (5.71 FTE per 1,000 Population)
- The Average County Employee Earns ~ \$40k
 - Most Uniform Patrol Deputies = \$36k
 - There have been no COLA increases since 2007
 - Employee portion of health insurance coverage has significantly increased



General Fund – Major Cost Categories



- Personnel
- Library & Other Agencies
- Utilities
- Transfers to Funds
- Operating
- Debt Service
- Insurance & WC

OPERATING COSTS NOTES

\$12.7M* Annualized Budget:

- \$1.9M for Professional Medical Services/Coverage for Inmates
- \$1.3M on Indigent Defense
- \$1.0M for Gasoline (primarily Law Enforcement)
- \$0.9M on IT Maintenance Agreements
- \$0.6M for Inmate Meals
- \$7.0M Other

*The 2012 General Fund Budget for Operating Expenses for 9 months is \$9.5M. \$12.7M is annualized for 12 months - only for presentation purposes.



General Fund – Impact of \$2.8M

- Impact Employees?
 - \$2.8M on \$28.9M Compensation = 10%
 - \$2.8M ~ 55 employees
- Impact Operating Costs?
 - Top 5 costs represent \$5.7M, or 45% of Total
 - Other costs also for required services



Option – Rollup the Millage Rate?

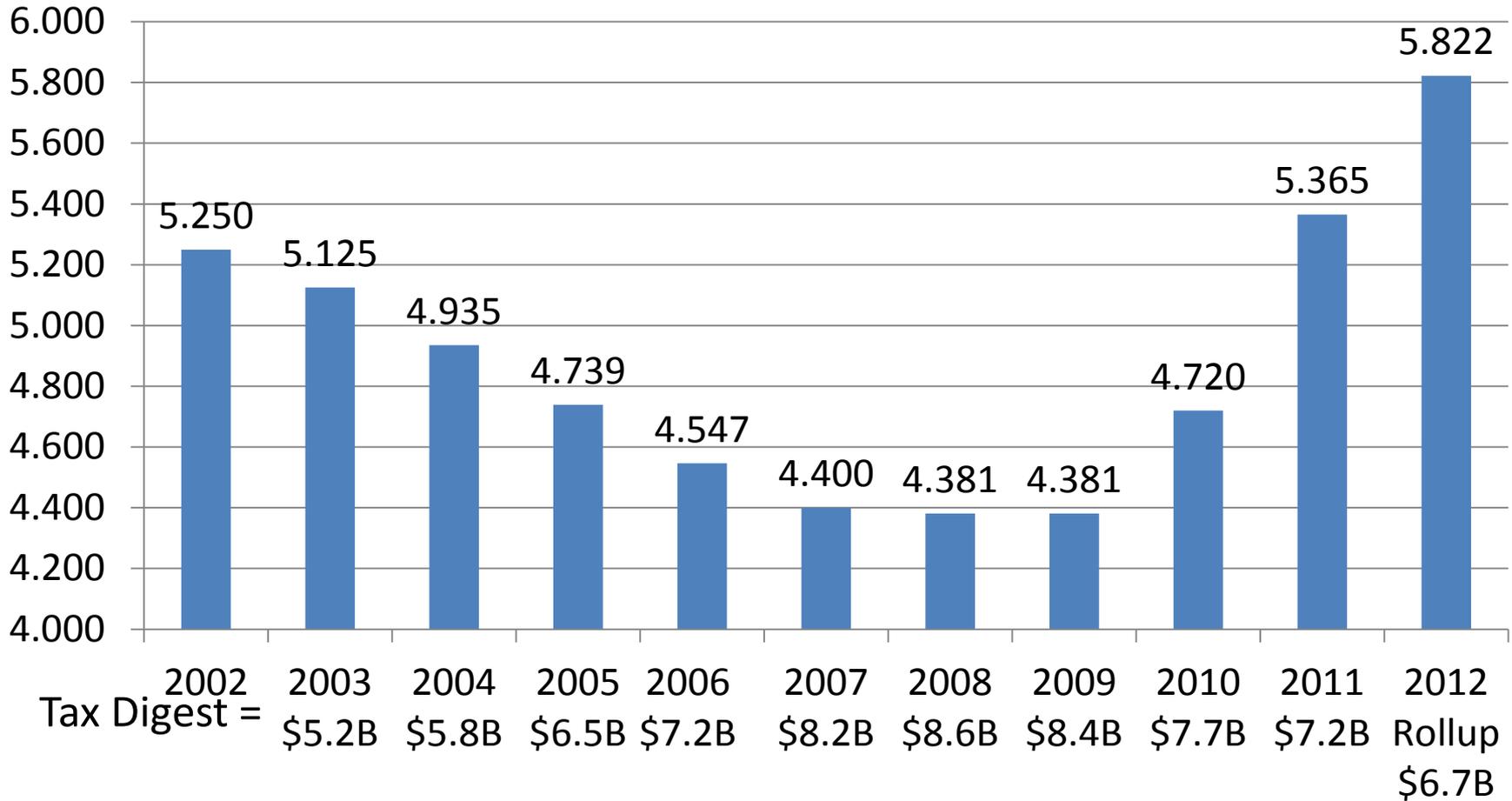
- If we decide we cannot cut \$2.8M from the General Fund Budget, we must find a way to collect the same amount of taxes levied in 2011
- In order to collect the same amount of property taxes as we did in 2011, we could “rollup” the Millage Rate
- The rollback/rollup calculation takes the lower property values and adjusts the rate to collect the same total
- Therefore, if a homeowner experienced the average 7.46%* decline on their home value, they will not pay more in dollars, even though the rate has increased

* 7.46% = decrease without new growth

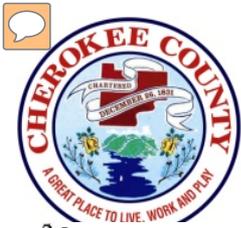
Bottom Line: The Rollback/Rollup calculation is designed to collect a “revenue neutral” amount, so the County is able to provide the same level of service to the same number of residents & businesses even when property values decrease.



Historical General M&O Millage Rate



Bottom Line: As the Tax Digest increased in prior years, the County “rolled-back” the millage rate. The County is currently considering “rolling up” the rate, to collect the same amount in 2011 since the Tax Digest has decreased.



Example of Revenue Neutral 2007 - 2011

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114



Tax Payer: FUNK, SHANE D. & JANELLE M.
Map Code: 15N18C 149 REAL
Description: LOT 42 WILLOW CREEK U. I BLK C
Location: 5105 OLD CHESTNUT CT
Bill No: 2007-62793
District: 001 CHEROKEE COUNTY AT LARGE 001

Phone: (678) 493-6400 Fax: (678) 493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
163,100	42,000	.0000	205,100				\$1	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	205,100.00	82,040.00	2,000.00	80,040.00	250	20.01		18.01
HTRG STATE TAX CREDIT				8,000.00	.000		-2.00	
COUNTY M&O	205,100.00	82,040.00	5,000.00	77,040.00	4.400	338.98		303.78
HTRG COUNTY TAX CREDIT				8,000.00	.000		-35.20	
SCHOOL M&O	205,100.00	82,040.00	2,000.00	80,040.00	18.450	1,476.74		1,329.14
HTRG SCHOOL TAX CREDIT				8,000.00	.000		-147.60	
SCHOOL BOND	205,100.00	82,040.00		82,040.00	400	32.82		32.82
COUNTY WIDE FIRE DIST	205,100.00	82,040.00		82,040.00	2.750	225.61		203.61
HTRG CO FIRE				8,000.00	.000		-22.00	
TOTALS					26.250	2,094.16	-206.80	1,887.36

This \$ 206.80 reduction in your bill is the result of homeowner tax relief enacted by the Governor and the General Assembly of the State of Georgia.

2007 County M&O Tax = \$338.98
2007 Fire District Tax = \$225.61

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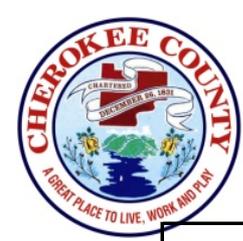
Phone: (678) 493-6400 Fax: (678) 493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
127,300	42,000	.0000	169,300				\$1	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	169,300.00	67,720.00	2,000.00	65,720.00	250	16.43		16.43
COUNTY M&O	169,300.00	67,720.00	5,000.00	62,720.00	5.365	336.49		336.49
SCHOOL M&O	169,300.00	67,720.00	2,000.00	65,720.00	19.450	1,278.25		1,278.25
SCHOOL BOND	169,300.00	67,720.00		67,720.00	400	27.09		27.09
PARKS BOND	169,300.00	67,720.00		67,720.00	.641	43.41		43.41
COUNTY WIDE FIRE DIST	169,300.00	67,720.00		67,720.00	3.129	211.90		211.90
TOTALS					29.235	1,913.57	.00	1,913.57

2011 County M&O Tax = \$336.49
2011 Fire District Tax = \$211.90
2011 Parks Bond Tax = \$43.41

- approved by voter referendum in 2008

Bottom Line: Average homeowner paid approximately same amount in 2011 as 2007 because the County used revenue neutral millage rate calculations.



Ad Published in Cherokee Tribune 7/1/2012

NOTICE

The Cherokee County Board of Commissioners does hereby announce that the 2012 millage rate will be set at a meeting to be held at the Cherokee County Administration Building located at 1130 Bluffs Parkway Canton, GA 30114 on July 24, 2012 at 6:00PM. Public hearings will be held in the same location on July 10 and July 24, 2012 at 6:00 PM to solicit resident feedback. Pursuant to the requirements of O.C.G.A. §48-5-32, the Cherokee County Board of Commissioners does hereby publish the following presentation of the current year's digest and levy, along with the history of the tax digest and levy for the past five years.

The 2012 tax rate published herein is tentative.

CURRENT 2012 TAX DIGEST AND FIVE-YEAR HISTORY OF LEVY

	2007	2008	2009	2010	2011	2012
REAL	7,898,627,723	8,293,389,238	8,006,902,173	7,349,380,507	6,859,719,623	6,248,574,380
PERSONAL	313,414,637	327,128,900	331,827,103	314,773,190	321,378,768	321,908,935
MOTOR VEHICLES	591,198,680	620,579,440	646,318,720	565,223,170	563,264,880	610,288,270
MOBILE HOMES	17,848,640	16,920,440	16,462,520	16,462,520	15,166,160	14,809,480
TIMBER	1,661,567	251,458	279,810	713,006	485,201	284,156
GROSS M&O DIGEST	8,822,751,247	9,258,269,476	9,001,790,326	8,246,552,393	7,760,014,632	7,195,865,221
LESS M&O EXEMPTIONS	583,971,744	610,621,603	637,791,774	593,933,133	559,628,730	521,462,530
NET M&O DIGEST	8,238,779,503	8,647,647,873	8,363,998,552	7,652,619,260	7,200,385,902	6,674,402,691
GROSS M&O MILLAGE RATE	4.547	4.400	4.381	4.381	4.720	5.365
LESS MILLAGE RATE ROLLBACK	0.147	0.019	0.000	-0.339	-0.298	-0.457
OTHER INCREASE/(DECREASE)	0.000	0.000	0.000	0.000	0.347	0.000
NET M&O MILLAGE RATE	4.400	4.381	4.381	4.720	5.365	5.822
NET TAXES LEVIED	\$ 36,250,630	\$ 37,885,345	\$ 36,642,678	\$ 36,120,363	\$ 38,630,070	\$ 38,858,372
NET TAXES \$ INCREASE	\$ 3,364,273	\$ 1,634,716	\$ (1,242,668)	\$ (522,315)	\$ 2,509,707	\$ 228,302
NET TAXES % INCREASE	10.23%	4.51%	-3.28%	-1.43%	6.95%	0.59%

Bottom Line: The Millage Rate increases from 5.365 to 5.822 – but the County levies the same \$38.6M as levied in 2011. \$0.2M additional is levied on new growth.



Millage Rate Preview – Impact of Rollup

Actual Homeowner in Cherokee County – Impact of County Taxes



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COUNTY M&O	169,300.00	67,720.00	5,000.00	62,720.00	5.365	336.49		336.49	
SCHOOL M&O	169,300.00	67,720.00	2,000.00	65,720.00	19.450	1,278.25		1,278.25	
SCHOOL BOND	169,300.00	67,720.00		67,720.00	.400	27.09		27.09	
PARKS BOND	169,300.00	67,720.00		67,720.00	.641	43.41		43.41	
COUNTY WIDE FIRE DIST	169,300.00	67,720.00		67,720.00	3.129	211.90		211.90	
TOTALS						29.235	1,913.57	.00	1,913.57

Total County Portion of Tax Bill = \$591.80

The next slide will demonstrate how this homeowner would pay the same amount in County taxes if their home decreased by the same amount as the Tax Digest....



Millage Rate Preview – Impact of Rollup

Here is the impact if this home decreased by the same amount as the Tax Digest....



100 % FMV of Home 2011 =	\$169,300
2012 Decrease to Net Digest (Excl New Growth)=	-7.46%
100 % FMV of Home 2012 =	\$156,669

	Net Taxable Value of Home 2011	2011 Millage Rates	2011 Actual Tax Bill
General Fund (M&O)	\$62,720	5.365	\$336.49
Fire Fund	\$67,720	3.129	\$211.90
Parks Bond	\$67,720	0.641	\$43.41
Total County Tax Bill in 2011 (see prior slide)			\$591.80

	Net Taxable Value of Home 2012	2012 Rollup Rates	Calculated 2012 Tax Bill
General Fund (M&O)	\$57,667	5.822	\$335.74
Fire Fund	\$62,667	3.392	\$212.57
Parks Bond	\$62,667	0.694	\$43.49
Total County Tax Bill Calculated for 2012			\$591.80

Bottom Line: If a home decreases in value by the same amount of the total Tax Digest, the homeowner will pay the exact same amount.



Millage Rate Preview – Impact of Rollup

However, this home actually decreased slightly more than the total Tax Digest....



100 % FMV of Home 2011 =	\$169,300
Actual Decrease Experienced=	-8.27%
100 % FMV of Home 2012 =	\$155,300

	Net Taxable Value of Home 2011	2011 Millage Rates	2011 Actual Tax Bill
General Fund (M&O)	\$62,720	5.365	\$336.49
Fire Fund	\$67,720	3.129	\$211.90
Parks Bond	\$67,720	0.641	\$43.41
Total County Tax Bill in 2011 (see prior slide)			\$591.80

	Net Taxable Value of Home 2012	2012 Rollup Rates	Calculated 2012 Tax Bill
General Fund (M&O)	\$57,120	5.822	\$332.55
Fire Fund	\$62,120	3.392	\$210.71
Parks Bond	\$62,120	0.694	\$43.11
Total County Tax Bill Calculated for 2012			\$586.37

Bottom Line: If a home decreases slightly more in value than the total Tax Digest, the homeowner will pay slightly *less* than they did in 2011.



Millage Rate Preview – Rollup & Parks Bond

Using the same example – reflect the impact of the Parks Bond required debt service...

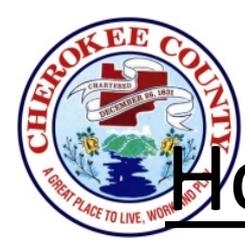


100 % FMV of Home 2011 =	\$169,300
Actual Decrease Experienced=	-8.27%
100 % FMV of Home 2012 =	\$155,300

	Net Taxable Value of Home 2011	2011 Millage Rates	2011 Actual Tax Bill
General Fund (M&O)	\$62,720	5.365	\$336.49
Fire Fund	\$67,720	3.129	\$211.90
Parks Bond	\$67,720	0.641	\$43.41
Total County Tax Bill in 2011 (see prior slide)			\$591.80

	Net Taxable Value of Home 2012	2012 Rollup Rates + Parks Bond	Calculated 2012 Tax Bill
General Fund (M&O)	\$57,120	5.822	\$332.55
Fire Fund	\$62,120	3.392	\$210.71
Parks Bond	\$62,120	0.784	\$48.70
Total County Tax Bill Calculated for 2012			\$591.97

Bottom Line: The average homeowner's tax bill will be minimally impacted by the increase necessary to cover Parks Bond debt service requirements.



How Do We Compare to Other Counties?

- For 2011, only 13 of 159 Georgia counties have General M&O millage rates < 6.000
- And all 13, except Cherokee County, have a sales tax being used to decrease property taxes:

Rank	County	Population	M&O Rate	LOST/HOST
1	Forsyth	175,511	4.812	YES
2	Walker	68,756	4.835	YES
3	Whitfield	102,599	5.061	YES
4	Fannin	23,682	5.160	YES
5	Towns	10,471	5.320	YES
6	Cherokee	214,396	5.365	NO
7	Catoosa	63,942	5.385	YES
8	Putnam	21,218	5.400	YES
9	Union	21,356	5.419	YES
10	Greene	15,994	5.559	YES
11	Fayette	106,567	5.645	YES
12	Glynn	79,626	5.673	YES
13	Murray	39,628	5.800	YES

- ✓ Even with the 2012 Rollup, Cherokee County will still have a rate < 6.000
- ✓ If Cherokee had a LOST, our 2011 General M&O millage rate would be ~ **2.865**

Bottom Line: Even with the Rollup, Cherokee County still has one of the lowest millage rates in the State of Georgia. And if the HOST is approved, our M&O millage rate would be THE LOWEST in the State....approximately 40% lower than the current lowest rate.

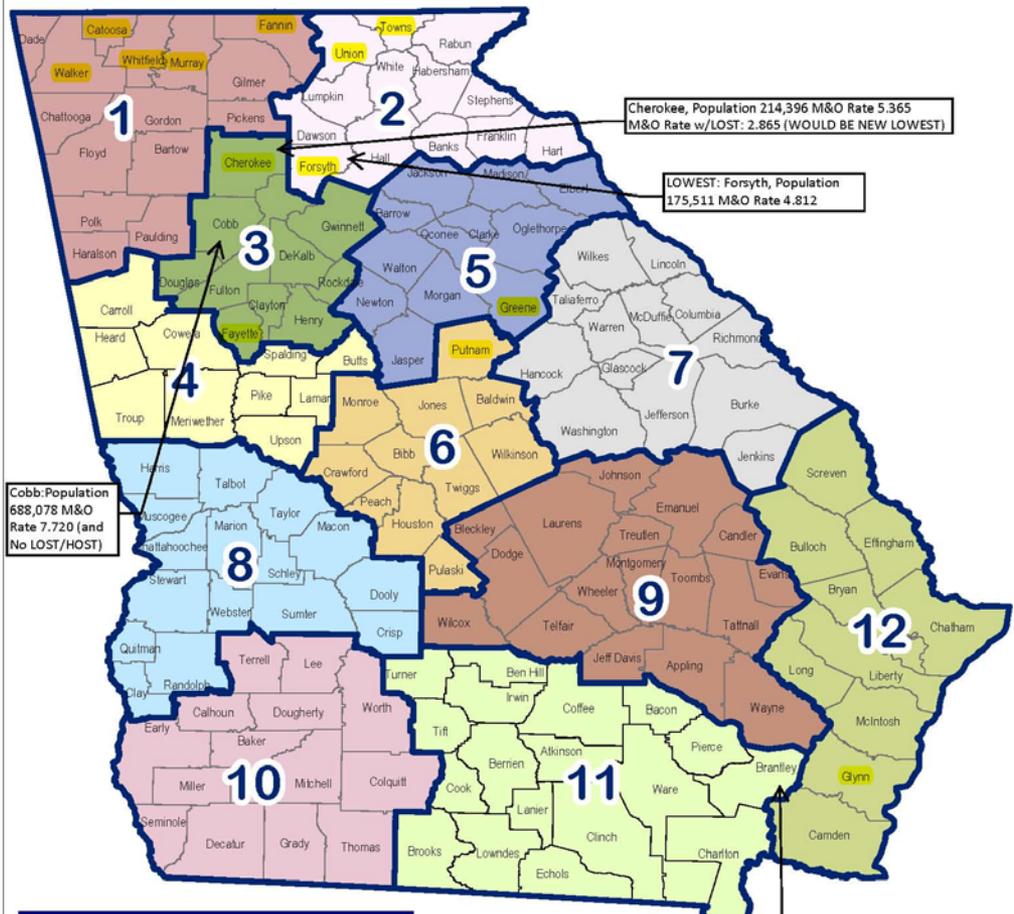


How is the LOST/HOST Relevant?

- A LOST/HOST is a local option sales tax used to fund local government operations and reduce property taxes
- 156 of 159 counties already have a LOST/HOST in place
- Benefit to Residents: More fair to property owners as the cost of government operations is shared by all residents and visitors in a county making purchases
- Benefit to County: The impact to revenue is neutral – so no benefit. However, revenue sources become more diversified to offset risk.
- Once approved and in place for one year, the Board of Commissioners is required by law, to reduce property taxes by the amount of sales tax collections

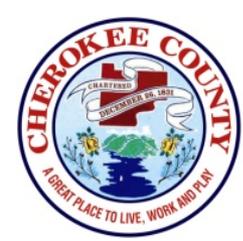


Of 159 Counties In The State of Georgia - In 2011 Only 13 Have General M&O Millage Rates < 6.00, And All Of These (Except Cherokee County) Have a LOST/HOST To Reduce Their Millage Rate



Counties without HOST/LOST:
Cherokee
Cobb
Gwinnett





SUMMARY

- The following rates are tentative:
 - General Fund from 5.365 to 5.822 (revenue neutral)
 - Fire Fund from 3.129 to 3.392 (revenue neutral)
 - Parks Bond from 0.641 to 0.784 (increased to cover voter approved debt service)
 - Total Millage Rate from 9.135 to 9.998
- The average property owner who doesn't build or improve a structure will pay the same in 2012 as in 2011.
- Total tax revenues to the county will be the same in 2012 as in 2011, except for the few new homes and other buildings built during 2011.
- The Final 2012 County Millage Rates will be adopted by the BOC on July 24 and will reflect revenue neutral rollback/rollup rates
 - The BOC will need to formally adopt all county rates, to include the Schools millage rate, on July 26 at 6pm in the Bluffs Board of Commissioners Auditorium

AGENDA

Cherokee County Board of Commissioners

July 10, 2012

REGULAR MEETING

CHEROKEE HALL 6:00 P.M.

INVOCATION

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

PRESENTATIONS

AMENDMENTS TO AGENDA

1. Under Chairman's section: Add reappointments to Airport Authority.
2. Under County Attorney section: Add adoption of resolution to request Board of elections call a special election for a Homestead Option Sales Tax (HOST).

ANNOUNCEMENTS

1. Voting Dates, Times & Locations:

Please note that school starts back on Wednesday, August 1.

July 9 – July 20

8:30 a.m. - 5:00 p.m. (M-F)

Open to ALL Cherokee County registered voters! Election Office Only.

Cherokee County Elections Office
400 E. Main Street
Canton, GA 30114

July 21

8:30 a.m. - 4:00 p.m. (Saturday)

Open to ALL Cherokee County registered voters!

(Five locations-Cherokee County Elections Office, Ball Ground, Hickory Flat, Rose Creek and the Woodstock Libraries)

July 23 – July 27

8:30 a.m. – 7:00 p.m. (M-F)

Open to ALL Cherokee County registered voters!

(Five locations–Cherokee County Elections Office, Ball Ground, Hickory Flat, Rose Creek and the Woodstock Libraries)

July 30– Monday NO VOTING

July 31- ELECTION DAY

7:00 a.m. – 7:00 p.m.(Tuesday)

All county precincts are open ELECTION DAY

You must vote at your assigned precinct.

Call the Elections office at 770-479-0407 or visit <http://voter.cherokeega.com> for additional information.

2. Univeter Road Detour Notice

Cherokee County announces that Univeter Road, between North Industrial Way and South McCollum Drive will be closed to through traffic from July 16, 2012 through July 20, 2012, for reconstruction of the Georgia Northeastern and Pilgrim's Pride Railroad Crossings.

A posted detour will be provided during the duration of the construction. The detour route utilizes Marietta Highway, Hickory Road and New Light Road.

Cherokee County appreciates residents' patience during the detour period and requests that they obey the detour for their safety as well as for the safety of the contractors' personnel.

Questions regarding the detour or the project should be directed to the Cherokee County Engineering Department at 678-493-6077.

3. New requirements regarding accepted documents to obtain / renew driver's license.

Effective July 1, 2012, the documentation requirements for providing proof of identity for first issuance and renewal of licenses have changed. A notable change is the requirement of certain original documents for renewals including 1) proof of social security number, 2) primary identification – birth certificate or passport and 3) proof of residential address . For more information and to obtain the new checklist of all accepted

documents visit the Department of Driver Services at www.dds.ga.gov or call (678) 413-8400.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JUNE 19, 2012

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM JUNE 19, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM JUNE 19, 2012.

PUBLIC HEARING

1. Proposed Amendment to the Rules and Regulations of Cherokee County's Records Management Program.

The Cherokee County Board of Commissioners will hold a public hearing in order to consider amending **Cherokee County's Records Management Program** at the Board's regular meeting on July 10, 2012, at 6:00 p.m. in Cherokee Hall, Cherokee County Administration Building, located at 1130 Bluffs Parkway, Canton, Georgia 30114. The purpose of the public hearing shall be for public review and comment concerning proposed amendments to the County's Records Management Program. The Board may act upon the Ordinance at the conclusion of the public hearing. A copy of the proposed amendment is on file with the Cherokee County Clerk. All Cherokee County residents and any other affected and/or interested persons are invited and encouraged to attend.

2. Public Review and Comment concerning proposed 2012 millage.

The Cherokee County Board of Commissioners shall conduct two Public Hearings for public review and comment concerning proposed **2012 millage rates** on July 10 and July 24, 2012, at 6:00 p.m. in Cherokee Hall, Cherokee County Administration Building, located at 1130 Bluffs Parkway, Canton, Georgia 30114.

PUBLIC COMMENT

ZONING CASES

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Highland Rivers Board Re-appointment of Billy Hayes for another three-year term expiring on June 30, 2012.
- B. Amendment: Reappoint Dick Hall and Dave Davis to the Airport Authority.

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval of a Memorandum of Understanding between Cherokee County and the Cherokee Day Training Center for DHS Coordinated Transportation for the FY 2012 contracting period, equating approximately \$32,537.50 in reimbursements from the Regional Transportation Office and \$3,425.00 to CATS for administration of the fund.
- 1.2 Consider approval of an Interagency Agreement between Cherokee Area Transit System (CATS) and the Atlanta Regional Commission (ARC) for Open Transit Data. There is no cost to CATS associated with the agreement.

COUNTY MANAGER

- 2.1 Consider award and Professional Services Agreement to low bidder Critical Power Solutions, Inc. from Hoschton GA for the County's Annual Generator Maintenance and Emergency Repair for 2012-2015 for a total maximum amount of \$28,090.00 to be divided between the following four departments: Property Management - \$5,525.00; Fire-EMS - \$16,195.00; Sheriff's Office - \$3,175.00; E-911 - \$3,195.00. There were three other bidders: W.W. Williams in Atlanta, Southern Power Systems in Newman, Power Pro-Tech Services in Ball Ground.
- 2.2 Consider a Local Maintenance Improvement Grant Agreement between Cherokee County and the Georgia Department of Transportation for the Commerce Boulevard-Phase 2 project in the amount of \$4,300,000.00.
- 2.3 Consider a Memorandum of Agreement between Cherokee County and Northside Hospital for the Commerce Boulevard Phase 2 project in the amount of \$2,200,000.00.
- 2.4 Consider approval of contract from low bidder N.J. Wilbanks Contracting Company, Inc. for construction of the Commerce Blvd. – Phase 2 project in the amount of \$7,884,926.56. Five bids were received ranging from low bid to \$8,274,968.99.
- 2.5 Consider a 5-month extension with VPSI, Inc. to continue the Cherokee County (CATS) Vanpool Program.
- 2.6 Consider acceptance of insurance recovery revenue from Vehicle Repair Insurance Claims and budget transfer in the amount of \$3,727.66 to Sheriff's Office Uniform Patrol Division.
- 2.7 Consider award and purchase of rescue boat and trailer to low bidder, Compeau's Inc., in the amount of \$77,275.94 along with associated items for a total of \$80,000.00. Second bidder was Riddle Marine in the amount of \$76,337.00 with some items not bid on.

COUNTY ATTORNEY

- 3.1 Amended: Adoption of Resolution to request that the Board of Elections call a special election for a Homestead Option Sales Tax (HOST) to be placed on the November 6, 2012 ballot.

ADJOURN

**Cherokee County Planning Commission
Public Hearing
Agenda
Tuesday, July 10, 2012
7:00 p.m.**

New Cases

Case #12-07-006 RaceTrac Petroleum, Inc. requesting to rezone 7.332 acres from GC and R-40 to GC. If rezoned, the property will be utilized for fuel sales, convenience store and a retail center. The property owned by Beatrice Flint and William G. Hasty Jr. is on Cumming Highway at Old Doss Road in Land Lot 239 of the 14th District, 2nd Section of Cherokee County, Georgia and indicated as Parcels 024A, 025, and a portion of 023 on Tax Map 14N23A.

Other Items

Approval of June 5, 2012 Minutes.

ANNOUNCEMENTS

1. Voting Dates, Times & Locations:

Please note that school starts back on Wednesday, August 1.

July 9 – July 20

8:30 a.m. - 5:00 p.m. (M-F)

Open to ALL Cherokee County registered voters! Election Office Only.

Cherokee County Elections Office

400 E. Main Street

Canton, GA 30114

July 21

8:30 a.m. - 4:00 p.m. (Saturday)

Open to ALL Cherokee County registered voters!

(Five locations-Cherokee County Elections Office, Ball Ground, Hickory Flat, Rose Creek and the Woodstock Libraries)

July 23 – July 27

8:30 a.m. – 7:00 p.m. (M-F)

Open to ALL Cherokee County registered voters!

(Five locations-Cherokee County Elections Office, Ball Ground, Hickory Flat, Rose Creek and the Woodstock Libraries)

July 30– Monday NO VOTING

July 31- ELECTION DAY

7:00 a.m. – 7:00 p.m.(Tuesday)

All county precincts are open ELECTION DAY

You must vote at your assigned precinct.

Call the Elections office at 770-479-0407 or visit <http://voter.cherokeega.com> for additional information.

2. Univeter Road Detour Notice

Cherokee County announces that Univeter Road, between North Industrial Way and South McCollum Drive will be closed to through traffic from July 16, 2012 through July 20, 2012, for reconstruction of the Georgia

Northeastern and Pilgrim's Pride Railroad Crossings.

A posted detour will be provided during the duration of the construction. The detour route utilizes Marietta Highway, Hickory Road and New Light Road.

Cherokee County appreciates residents' patience during the detour period and requests that they obey the detour for their safety as well as for the safety of the contractors' personnel.

Questions regarding the detour or the project should be directed to the Cherokee County Engineering Department at 678-493-6077.

3. New requirements regarding accepted documents to obtain / renew driver's license.

Effective July 1, 2012, the documentation requirements for providing proof of identity for first issuance and renewal of licenses have changed. A notable change is the requirement of certain original documents for renewals including 1) proof of social security number, 2) primary identification – birth certificate or passport and 3) proof of residential address . For more information and to obtain the new checklist of all accepted documents visit the Department of Driver Services at www.dds.ga.gov or call (678) 413-8400.

See attached pages for list.



Checklist of all Accepted Documents

Effective July 1, 2012, the following documentation requirements are in place at DDS. Please be sure to bring the required documents in each section with you when you visit a DDS Customer Service Center to obtain your DL or ID.

Name Change (You must present 1 of the following):

Note: If your name has changed from the name shown on the *Primary Identification* document selected to present in satisfaction of proof of identity, then such name change must be fully supported by an **original or certified copy** of documentation in the form of one of the following:

- Marriage Certificate
- Marriage License Application
- Divorce decree
- Adoption decree
- Other Court Order
- DDS only accepts immigration documentation from Non-Citizens that is in the name in which you want to have your DL/ID issued

Primary Identification (You must present 1 of the following):

US Citizen

- Valid, Unexpired US Passport - For more information, please go to www.travel.state.gov/passport/
- An Original Birth Certificate or a certified copy of a Birth Certificate filed with the State Office of Vital Statistics or equivalent agency in the customer's state of birth.
 - GA Residents, for more information use this link to GA Vital Records www.rover.ga.gov
 - Non-GA residents, for more information use this link to view list of other State's Vital Records contacts www.cdc.gov/nchs/w2w.htm
- Consular Report of Birth Abroad issued by the U.S Department of State, Form FS-240, DS-1350, or FS 545 - For more information, please go to www.travel.state.gov/law/family_issues/birth/birth_593.html
- Certificate of Naturalization issued by DHS, Form N-550 or N-570 - For more Information, please go to www.dhs.gov/xabout/gc_1186413412271.shtm
- Certificate of Citizenship, Form N-560 or N-561, issued by the DHS - For more information, please go to www.uscis.gov/portal/site/uscis

Non-Citizen

[Click here for more information](#)

- A valid, unexpired Permanent Resident Card (Form I-551) issued by the U. S. Department of Homeland Security (DHS) or immigration and Naturalization Service

(INS) shall suffice as proof of lawful presence in the United States

NOTE: Non-citizen customers whose identities are proven using either of the documents below must also present a second document issued by DHS that is acceptable pursuant to O.C.G.A. 40-5-21.1. All Documentation of lawful presence is subject to verification with the DHS' Systematic Alien Verification for Entitlements Program.

- Unexpired employment authorization document (EAD) issued by DHS, form I-766 or Form I-688B
- Unexpired foreign passport with a valid unexpired U.S. visa affixed accompanied by the approved I-94 documenting your most recent admittance into the United States

Proof of Social Security Number (You must present 1 of the following):

- Social Security Card - For more information, please go to www.ssa.gov

NOTE: Make sure you have registered with the SSA for a legal name change if applicable prior to visiting the DDS.

- W-2 form
- SSA-1099 form
- Non-SSA 1099 form
- Pay stub with your name and your social security number printed on it
- Denial Letter issued by SSA

Proof of Residential Address (You must present 2 of the following):

- Utility bill issued within the last sixty (60) days
- Bank statement issued within the last sixty (60) days
- Currently valid rental contracts and/or receipts for rent payments made within the last sixty (60) days

- Employer verification, including, but not limited to, one of the following:

- Paycheck or paycheck stub
- Letter from your employer
- W-2 for current or preceding calendar year

- Non-expired Georgia driver's license, permit, or identification card issued to your parent, guardian, spouse or child
- Health insurance statement or explanation of benefits for claim
- State of Georgia or Federal income tax return for current or preceding calendar year
- Annual social security statement for current or preceding calendar year
- Medicare or Medicaid statement
- School record or transcript for current or preceding calendar year
- Homeowners insurance policy or bill for current or preceding calendar year
- Mortgage, payment coupon, deed, or property tax bill for current or preceding calendar year

Other Required Issuance Documents (Based on your selection criteria):

Transfer of Out-of-State DL/ID

- Previously issued DL/ID or a Certified MVR

Commercial Driver's License

- CDL Application
- Medical Certification, if required for self-certification code
- TSA Background Check for Hazardous Materials Endorsement, if applicable
- Additional information for Commercial Driver's License is located on our website by using this link www.dds.ga.gov/Commercial/

Teen Driver

- ADAP Certificate
- Georgia DDS Certificate of Attendance form notarized from your school (valid 30 days; during the summer vacation this form is valid from May until August or until school starts)
- Valid Learner's License
- Certificate from approved Driver's Education School or the certificate from an approved online program and / or the completed Parent guide that fulfills the on-the-road requirement
- Signed Affidavit by Parent/Guardian [40 hours on-the-road driving experience including 6 hours at night]; the parents will sign the Affidavit at the DDS so you do not have to bring this with you as it will be provided
- Insurance Card and Registration for the vehicle you will use to take your driving test
- Additional information for Teenage drivers is located on our website by using this link www.dds.ga.gov/teens/

[Print The Entire List]

[Save as PDF]

[Home]

By policy, minutes are not official until approved by the Board at a future regular meeting.

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

June 19, 2012

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 4:23 p.m. with all members of the Board present. The Chairman mentioned that Cherokee County now has a new cooperative extension agent, Louise Estabrook, beginning September 1st. He then mentioned that the Airport Authority's next meeting would be July 9th.

1. Discussion of Regular Agenda Items.

Mr. Cooper went over the **Consent Agenda**:

- Consider surplus and disposal of obsolete radios and cell phones from the Sheriff's Office.
- Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont, Unit 13 subdivision.
- Consider approval to accept grant awarded for ADA Improvements from the Office of the Secretary of State to the Elections Office and budget transfer in the amount of \$618.00 to Elections Repairs Budget to be utilized for striping and signage at the BridgeMill polling location.

Commissioner Bosch said there were too polling locations for BridgeMill and asked which one would be receiving the transfer. Mr. Cooper responded that the Grace Community Church location would be.

By policy, minutes are not official until approved by the Board at a future regular meeting.

Mr. Cooper then went over the items under the **County Manager's** portion:

- Consider approval of FY 2013 Department of Human Resources (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311) in the amount of \$169,665.53.
- Consider approval to renew annual ARC contract and approve FY 2013 ARC Budget in the amount of \$651,106.00.
- Consider approval of renegotiated contract with existing elevator maintenance Provider, Thyssen Krupp Elevator Corporation, in the annualized amount of \$45,909.36, a savings over the 2011 annualized cost which was \$51,009.84.
- Consider approval to expand Lewis Park to include all US Army Corps of Engineers property south of East Bells Ferry Road, currently under lease by Cherokee County. The Parks and Recreation Advisory Board approved this proposal at their June 6, 2012.
- Consider approval of revisions to Athletic Use Policy as recommended by staff, reviewed and approved by the Parks and Recreation Advisory Board.
- Consider approval of revisions to Youth Athletic Association Manual as recommended by staff, reviewed and approved by the Parks and Recreation Advisory Board.
- Consider approval of facilities lease renewal between Cherokee County and the Georgia Department of Veterans Services for approximately 1,500 square feet of office space located in the Historic Courthouse.
- Consider approval to award RFP to DSI Medical Services, Inc. as the County's TPA (Third Party Administrator) for substance screening services in the amount of \$7,315.00. A second bidder was Artimes in the amount of \$7,697.00.
- Consider request to set a public hearing for July 24, 2012 to consider changes to the Cemetery Preservation Ordinance.

Commissioner Bosch asked if they had listed what the changes are or is it just adopting the entire. Margaret Stallings said it would probably end up being a repeal and replace

- Consider approval of budget transfer/amendment from SSBG funding to Title IIIB funding due to ARC cuts starting in ARC FY 2013. No change to overall budget.

By policy, minutes are not official until approved by the Board at a future regular meeting.

Commissioner Johnston asked a question regarding the schedule of fees. He asked if it applied to Badger Park at least for the duration of its 10 year contract with CSA. Bryan said no, it does not apply.

Mr. Cooper then went over the items under the **County Attorney's** portion:

- Consider hearing the appeal of a denial by the Zoning Board of Appeals Case No. 12-06-015V, regarding the variance request of Michael Jorge.

Angie Davis asked Vicki Taylor Lee to come forward and address this item. Vicki Taylor Lee said that Mr. Jorge originally requested both front and rear building setbacks because he wanted to split the lot. ZBA denied it because he wanted to split the lot. Several existing homes would have to be renumbered which is another reason for the denial. She said Mr. Jorge has since scaled back his request they are only going to be looking at the side and rear. Commissioner Bosch asked if he was denied to split the lot and Vicki Taylor Lee answered no, the denial was on the front setback. She said when he went to ZBA he had one lot and it is still one lot; it never got subdivided. He didn't need a variance to do it because of the size of it. He needed a variance for front and rear setbacks. He is now asking for only the rear building setback. Angie Davis said she thinks what happened was that he was denied and since has worked with the property owners and is now proposing to present the house in a slightly different way to accommodate the neighbors' concerns. If he does not appeal, he is prejudice for a year. He still wants one of the setbacks but is willing to compromise on the other. Vicki Taylor Lee said this evening they are looking for the Board of Commissioners to agree to hear the appeal and to set up a public hearing.

The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 4:57 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session to Follow

MINUTES

Cherokee County Board of Commissioners

June 19, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Dr. Pina, pastor of Sixes Presbyterian Church, gave the invocation.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:04 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; Vice Chair/Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

Commissioner Hubbard made a motion to ratify the closure of Executive Session at 5:35 p.m.; Commissioner Bosch seconded and there was unanimous approval.

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

Commissioner Hubbard led the Pledge of Allegiance.

PRESENTATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Under County Attorney Section: Appoint legal counsel for the Bankruptcy Case.

ANNOUNCEMENTS

1. Please note that school begins on Wednesday, August 1, 2012.

Voting Dates, Times & Locations:

July 9 – July 20

8:30 a.m. - 5:00 p.m. (M-F)

Open to ALL Cherokee County registered voters! Election Office Only.

Cherokee County Elections Office

400 E. Main Street

Canton, GA 30114

July 21

8:30 a.m. - 4:00 p.m. (Saturday)

Open to ALL Cherokee County registered voters!

(Five locations)

July 23 - July 27

8:30 a.m. - 7:00 p.m. (M-F)

Open to ALL Cherokee County registered voters!

(Five locations - see addresses above)

July 30- Monday NO VOTING

July 31- ELECTION DAY

7:00 a.m. - 7:00 p.m. (Tuesday)

All county precincts are open ELECTION DAY

You must vote at your assigned precinct.

Call the Elections office at 770-479-0407 or visit <http://voter.cherokeega.com> for additional information.

2. Cherokee County will have a new Cooperative Extension Agent for Ag/Horticulture beginning September 1st. Louise Estabrook is transferring from the North Fulton office. She is a certified arborist, and has worked with many community gardens, farm markets, taught classes, writes articles, teaches updates for the green industry and helps homeowners with diagnostic problems in lawns and garden.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JUNE 5, 2012

As distributed by the County Manager.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

APPROVAL OF WORK SESSION MINUTES FROM JUNE 5, 2012.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

APPROVAL OF REGULAR MEETING MINUTES FROM JUNE 5, 2012.

Commissioner Nelms made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

PUBLIC HEARING

None scheduled.

PUBLIC COMMENT

1. Bill Bosch had signed up to speak but decided to pass.
2. Richard Mauldin signed up to speak about Killian Park, saying he does not understand what is taking so long to start the project.
3. Thomas Weaver wanted to thank the Board for their cooperation and patience in dealing with matters brought before them, particularly in helping him with a few issues he has had.
4. Carolyn Cosby signed up to speak about the Bobo Recycling issue. She stated that a mandamus had been filed with Superior Court. She was concerned that bond asset equipment may be included in the auction of the Ball Ground Recycling equipment. She named two pieces of equipment that she believed to be County property and on the auction list.

Chairman Ahrens **clarified** that the two items she pointed out as County equipment were on the **NON-BOND ASSETS** Equipment List and were **not** County property.

5. Debbie Staver said that she heard there was a bomb threat. The Chairman clarified that the bomb threat was several weeks ago at the Justice Center.

ZONING CASES

Note: This item was postponed from May 15, 2012 meeting.

CASE NUMBER	: 12-03-003
APPLICANT	: House 81 Eleven, LLC
ZONING CHANGE	: AG to OI
LOCATION	: 8111 Bells Ferry Road
MAP & PARCEL NUMBER	: 15N02, Parcels 27 and 28
ACRES	: 3.28

**PROPOSED DEVELOPMENT
COMMISSION DISTRICT
FUTURE DEVELOPMENT MAP**

: Professional Offices
: 3
: Transitional Corridor over
Suburban Living

PLANNING COMMISSION RECOMMENDATION : **Approval with the conditions**

The applicant is to work with Cherokee County Engineering Department on a traffic study to determine what will be needed for roadway improvements and with the understanding that the existing driveway and parking would need to comply with the Development Standards.

Stipulations: Access from Fay Drive only, no access on Bells Ferry Road.

Post Commissioner Bosch made a motion to approve with stipulations; Commissioner Nelms seconded and there was unanimous approval.

CASE NUMBER : 12-06-005
APPLICANT : Pamela L. Fussell
ZONING CHANGE : AG to R-40
LOCATION : 182 Pope Drive
MAP & PARCEL NUMBER : 14N12B, Part of 22
ACRES : 3.62
PROPOSED DEVELOPMENT : Residential
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Suburban Living

PLANNING COMMISSION RECOMMENDATION : **Approval**

Post Commissioner Johnston made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Consideration of Airport Authority appointment.

There were four candidates discussed for the appointment and it was decided that David Pitts would be appointed to the Airport Authority.

Commissioner Nelms made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

Commissioner Hubbard commented that they were fortunate to have had so many quality candidates to choose from.

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider surplus and disposal of obsolete radios and cell phones from the Sheriff's Office.
- 1.2 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont, Unit 13 subdivision.
- 1.3 Consider approval to accept grant awarded for ADA Improvements from the Office of the Secretary of State to the Elections Office and budget transfer in the amount of \$618.00 to Elections Repairs Budget to be utilized for striping and signage at the BridgeMill polling location.

Commissioner Hubbard made a motion to approve; Commissioner Bosch seconded and there was unanimous approval.

COUNTY MANAGER

- 2.1 Consider approval of FY 2013 Department of Human Resources (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311) in the amount of \$169,665.53.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

- 2.2 Consider approval to renew annual ARC contract and approve FY 2013 ARC Budget in the amount of \$651,106.00.

Commissioner Nelms made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

- 2.3 Consider approval of renegotiated contract with existing elevator maintenance provider, Thyssen Krupp Elevator Corporation, in the annualized amount of \$45,909.36, a savings over the 2011 annualized cost which was \$51,009.84.

Commissioner Bosch made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

- 2.4 Consider approval to expand Lewis Park to include all US Army Corps of Engineers property south of East Bells Ferry Road, currently under lease by Cherokee County. The Parks and Recreation Advisory Board approved this proposal at their June 6, 2012.

Commissioner Bosch made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

- 2.5 Consider approval of revisions to Athletic Use Policy as recommended by staff, reviewed and approved by the Parks and Recreation Advisory Board.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

- 2.6 Consider approval of revisions to Youth Athletic Association Manual as recommended by staff, reviewed and approved by the Parks and Recreation Advisory Board.

Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

- 2.7 Consider approval of facilities lease renewal between Cherokee County and the Georgia Department of Veterans Services for approximately 1,500 square feet of office space located in the Historic Courthouse.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

2.8 Consider approval to award RFP to DSI Medical Services, Inc. as the County's TPA (Third Party Administrator) for substance screening services in the amount of \$7,315.00. A second bidder was Artimes in the amount of \$7,697.00.

Commissioner Nelms made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

2.9 Consider request to set a public hearing for July 24, 2012 to consider changes to the Cemetery Preservation Ordinance.

Commissioner Bosch made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

2.10 Consider approval of budget transfer/amendment from SSBG funding to Title IIIB funding due to ARC cuts starting in ARC FY 2013. No change to overall budget.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

COUNTY ATTORNEY

3.1 Consider hearing the appeal of a denial by the Zoning Board of Appeals Case No. 12-06-015V, regarding the variance request of Michael Jorge.

Vicki Taylor Lee explained that Mr. Jorge had changed his variance request since the denial by the ZBA.

Angie Davis suggested the Board grant the appeal and hear the case the July 10 meeting.

Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

Amended: Appointment of legal counsel related to the Ball Ground Recycling Bankruptcy Case.

Chairman Ahrens asked Ms. Davis her thoughts on appointing McKenna Long Aldridge as legal counsel for the bankruptcy. She stated that it was acceptable because bankruptcy was their expertise.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 6:42 p.m.; Commissioner Bosch seconded and the motion received unanimous approval.

PUBLIC HEARING #1

Proposed Amendment to the Rules and Regulations of Cherokee County's Records Management Program.

The Cherokee County Board of Commissioners will hold a public hearing in order to consider amending **Cherokee County's Records Management Program** at the Board's regular meeting on July 10, 2012, at 6:00 p.m. in Cherokee Hall, Cherokee County Administration Building, located at 1130 Bluffs Parkway, Canton, Georgia 30114. The purpose of the public hearing shall be for public review and comment concerning proposed amendments to the County's Records Management Program. The Board may act upon the Ordinance at the conclusion of the public hearing. A copy of the proposed amendment is on file with the Cherokee County Clerk. All Cherokee County residents and any other affected and/or interested persons are invited and encouraged to attend.

CHEROKEE COUNTY, GEORGIA
ORDINANCE NUMBER _____

RESOLUTION AND ORDINANCE
BY THE BOARD OF COMMISSIONERS OF CHEROKEE COUNTY

A Resolution and Ordinance amending Cherokee County Ordinance Number 2001-0-016, the Records Management Plan, to incorporate statutory requirements related thereto, update the retention schedules such that the most current version of the Schedules is controlling, appoint a records management officer, provide for the creation of certain records retention guidelines, and for other purposes.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions and regulations; and

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety and welfare of the population of the unincorporated areas of the County; and

WHEREAS, on April 9, 1996, the Board of Commissioners adopted a Record Retention Ordinance providing that "no record shall be destroyed except as authorized by a State Records Committee approved retention schedule" promulgated by the Secretary of State, Division of Archives and History; and

WHEREAS, on November 27, 2001, the Board of Commissioners adopted a Record Retention Ordinance providing "all records shall further be maintained in accordance with O.C.G.A. § 50-18-90 through 103 and as thereafter amended"; and

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of Cherokee County, Georgia, the governing authority of Cherokee County, to wit, Board of Commissioners, is desirous of executing its authority in adopting this amendment to the Code of Ordinances of Cherokee County regarding records retention to incorporate statutory requirements related thereto, update the retention schedules such that the most current version of the Schedules is controlling, appoint a records management officer, provide for the creation of certain records retention guidelines, and for other purposes; and

WHEREAS, appropriate notice and hearing on the amendment contained herein has been carried out according to general and local law.

NOW, THEREFORE, be it resolved and ordained by the Board of Commissioners of Cherokee County, Georgia, it is hereby resolved and ordained by the authority of same that Ordinance No. 2001-0-016 is hereby amended so as to provide the following:

Section 1. Amendments.

Ordinance No. 2001-0-016, is hereby stricken in its entirety and replaced with the following:

(1) The Georgia Records Act, O.C.G.A. § 50-18-90, *et. seq.*, the rules and regulations established pursuant to said act, and O.C.G.A. § 36-9-5 are hereby adopted as a basis for establishing a county records management program.

(2) The Georgia Secretary of State publication titled "Retention Schedules for Local Government Paper and Electronic Records", as may be amended and updated from time to time by the Division of Archives and History of the Office of the Secretary of State, and an updated copy of which is on file with the Cherokee County Clerk and is otherwise available for download at http://sos.georgia.gov/archives/who_are_we/rims/retention_schedules/default.htm, is hereby ratified and adopted as the Cherokee County record retention schedule. If the County maintains any records not addressed in this publication, the County shall submit a recommended retention schedule for such records to the Division for approval, and upon receiving approval, such retention schedule shall be incorporated into the Cherokee County Clerk's guidelines described in paragraph (5) below.

(3) No record shall be destroyed except as authorized by a state records committee-approved retention schedule.

(4) The Cherokee County Clerk is hereby appointed as the County's records management officer and is responsible for administering the County's records management program and will implement and supervise all components of this section.

(5) The Cherokee County Clerk shall immediately prepare guidelines for maintenance and security of all records covered by this section, and such guidelines shall, upon completion, become a part of this section.

(6) The Cherokee County Manager is authorized to take all necessary action to ensure that the records of Cherokee County, Georgia are preserved, protected, stored, and safeguarded in accord with pertinent statutes and rules and regulations, including but not limited to the "Retention Schedules for Local Government Paper and Electronic Records", O.C.G.A. 50-18-90, *et. seq.*, O.C.G.A. § 36-9-5, and Rules and Reg. 590-6-3-.01 through -.13.

Section 2. Effective Date and Repealer.

This Amendment to Ordinance Number 2001-0-016 shall become effective immediately upon its adoption. Any and all existing or pre-existing provisions in conflict with this amendment shall be, and are hereby repealed.

Adopted this ____ day of _____, 2012.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. "BUZZ" AHRENS, JR., CHAIRMAN

ATTEST:

CHRISTY BLACK, COUNTY CLERK

CHEROKEE TRIBUNE

521 East Main Street • Canton, Georgia 30114

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA – County of Cherokee

Before me, the undersigned; a Notary Public, this day personally came **Otis Brumby III**, who, being duly sworn, according to law, says that he is the **General Manager** of *Times Journal, Inc.*, publishers of the *Cherokee Tribune*, official newspaper published in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper on the 22nd day(s) of June 2012, and on the _____ day(s) of _____ 20____, as provided by law.



Subscribed and sworn to before me this

22nd day of June, 2012

Jolynne S. Goodman
Notary Public

My commission expires Sept. 15, 2014



NOTICE OF PUBLIC HEARING

Re: Proposed Amendment to the Rules and Regulations of Cherokee County's Records Management Program.

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing in order to consider amending Cherokee County's Records Management Program at the Board's regular meeting on July 10, 2012, at 6:00 p.m. in the Cherokee Hall of the Cherokee County Administration Building, located at 1130 Bluffs Parkway, Canton, Georgia 30114. The purpose of the public hearing shall be for public review and comment concerning proposed amendments to the County's Records Management Program. The Board may act upon the Ordinance at the conclusion of the public hearing. A copy of the proposed amendment is on file with the Cherokee County Clerk. All Cherokee County residents and any other affected and/or interested persons are invited and encouraged to attend.

PUBLIC HEARING #2

Public Review and Comment concerning proposed 2012 millage.

The Cherokee County Board of Commissioners shall conduct two Public Hearings for public review and comment concerning proposed **2012 millage rates** on July 10 and July 24, 2012, at 6:00 p.m. in Cherokee Hall, Cherokee County Administration Building, located at 1130 Bluffs Parkway, Canton, Georgia 30114.

Cherokee County Board of Commissioners Events

Return to Main County Page [Visit Cherokee County Board of Commissioners Page](#)  [Subscribe to this Feed](#)

Public Hearing: Setting 2012 Millage Rates

Location

1130 Bluffs Parkway
Canton, GA 30114

Contact Information

Event Dates

7/10/2012 6:00PM
7/24/2012 6:00PM

Event Description

Notice is hereby given that the Cherokee County Board of Commissioners shall conduct two Public Hearings for public review and comment concerning proposed 2012 millage rates.

The first Public Hearing will be held on **Tuesday, July 10, 2011 at 6:00 p.m.** in the Cherokee County Administration Building and Conference Center, in Cherokee Hall, and located at 1130 Bluffs Parkway, Canton, Georgia 30114.

The second Public Hearing will be held on **Tuesday, July 24, 2011 at 6:00 p.m.** in the Cherokee County Administration Building and Conference Center, in Cherokee Hall, and located at 1130 Bluffs Parkway, Canton, Georgia 30114. The Cherokee County Board of Commissioners will also adopt the millage rates after this public hearing.

NOTICE

The Cherokee County Board of Commissioners does hereby announce that the 2012 millage rate will be set at a meeting to be held at the Cherokee County Administration Building located at 1130 Bluffs Parkway Canton, GA 30114 on July 24, 2012 at 6:00PM. Public hearings will be held in the same location on July 10 and July 24, 2012 at 6:00 PM to solicit resident feedback. Pursuant to the requirements of O.C.G.A. §48-5-32, the Cherokee County Board of Commissioners does hereby publish the following presentation of the current year's digest and levy, along with the history of the tax digest and levy for the past five years.

The 2012 tax rate published herein is tentative.

CURRENT 2012 TAX DIGEST AND FIVE-YEAR HISTORY OF LEVY

	2007	2008	2009	2010	2011	2012
REAL	7,898,627,723	8,293,389,298	8,006,902,173	7,349,380,507	6,859,719,623	6,248,574,380
PERSONAL	313,414,637	327,128,900	331,827,103	314,773,190	321,378,768	321,908,935
MOTOR VEHICLES	581,188,680	620,578,440	646,318,720	565,223,170	563,264,880	610,288,270
MOBILE HOMES	17,848,640	16,920,440	16,462,520	16,462,520	15,166,160	14,809,480
TIMBER	1,661,567	251,458	279,810	713,006	485,201	284,156
GROSS M&O DIGEST	8,822,791,247	9,258,269,476	9,001,790,326	8,246,592,393	7,760,014,632	7,195,855,221
LESS M&O EXEMPTIONS	583,971,744	610,621,603	637,791,774	593,933,133	559,628,730	521,460,530
NET M&O DIGEST	8,238,779,503	8,647,647,873	8,363,998,552	7,652,619,260	7,200,385,902	6,674,400,691
GROSS M&O MILLAGE RATE	4.547	4.400	4.381	4.381	4.720	5.365
LESS MILLAGE RATE ROLLBACKS	0.147	0.015	0.000	-0.339	-0.258	-0.457
OTHER INCREASE/(DECREASE)	0.000	0.000	0.000	0.000	0.347	0.000
NET M&O MILLAGE RATE	4.400	4.381	4.381	4.720	5.365	5.822
NET TAXES LEVIED	\$ 36,250,630	\$ 37,885,345	\$ 36,642,678	\$ 36,120,363	\$ 38,630,070	\$ 38,858,372
NET TAXES \$ INCREASE	\$ 3,364,273	\$ 1,634,716	\$ (1,242,668)	\$ (522,315)	\$ 2,509,707	\$ 228,302
NET TAXES % INCREASE	10.23%	4.51%	-3.28%	-1.43%	6.95%	0.59%

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The Cherokee County Board of Commissioners does hereby announce that the 2012 millage rate will be set at a meeting to be held at the Cherokee County Administration Building located at 1130 Bluffs Parkway Canton, GA 30114 on July 24, 2012 at 6:00PM. Public hearings will be held in the same location on July 10 and July 24, 2012 at 6:00 PM to solicit resident feedback. Pursuant to the requirements of O.C.G.A. §48-5-32, the Cherokee County Board of Commissioners does hereby publish the following presentation of the current year's digest and levy, along with the history of the tax digest and levy for the past five years.

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NET TAXES % INCREASE	10.23%	4.51%	-3.28%	-1.43%	6.95%	0.59%

Cherokee County, Georgia Agenda Request

Agenda No.

1.1

SUBJECT: Memorandum of Understanding
With Cherokee Day Training Center
For DHS Coordinated Transportation

MEETING DATE: July 10, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a Memorandum of Understanding between Cherokee County and the Cherokee Day Training Center for DHS Coordinated Transportation.

FACTS AND ISSUES:

The Cherokee Day Training Center uses its own vehicles/buses to transport a portion of their customers into the community for supported employment or community outings using state-titled vehicles.

The Day Training Center may be reimbursed \$4.75 per trip, for a portion of those trips using their own vehicles, dependent upon surplus funds remaining at year end from the Cherokee County/CATS transportation contract between Cherokee County and DHS (Department of Human Services). The Regional Transportation Office (RTO) will determine the potential reimbursement and will require verifiable trip documentation be provided by the Day Training Center, according to DHS requirements.

Per the MOU, upon verification of trips by the RTO, CATS will be notified of billable trips and trips may be added to the CATS invoice under the current contract. Upon payment to CATS by the DHS, CATS will then issue a check for the invoiced trips to the Day Training Center.

Per the RTO, there are \$36,000.00 of surplus funds available, which equates to approximately 6,850 trips, or \$32,537.50 to the day training center and \$3,425.00 to CATS for administration of the funds.

This MOU only applies to the FY 2012 contracting period.

BUDGET:

Budgeted Amount:	\$ 0.00	Account Name:
Amount Spent to Date:	\$ 0.00	Account #:
Amount Encumbered:	\$ 0.00	
Amount Requested:	\$ 0.00	
Remaining Budget	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

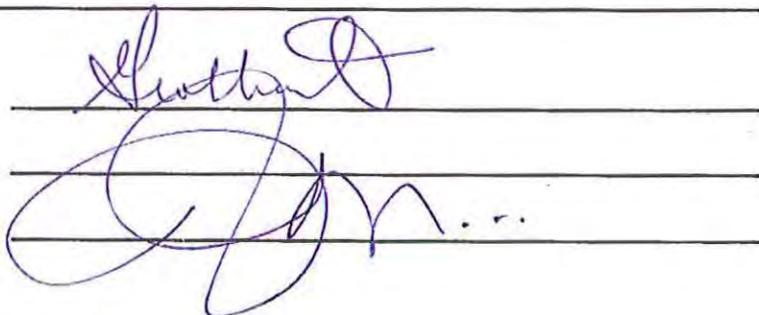
Approval of a Memorandum of Understanding between Cherokee County and the Cherokee Day Training Center for DHS Coordinated Transportation.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



MEMORANDUM OF UNDERSTANDING
CHEROKEE COUNTY BOARD OF COMMISSIONERS
And
Cherokee Day Training Center
DHS COORDINATED TRANSPORTATION
July 1, 2011 – June 30, 2012

This memorandum of understanding is made and entered into for FY2012 by and between CHEROKEE COUNTY BOARD OF COMMISSIONERS and CHEROKEE DAY TRAINING CENTER.

Cherokee Day Training Center transports a portion of their consumers into the community for supported employment or community outings using state-titled vehicles.

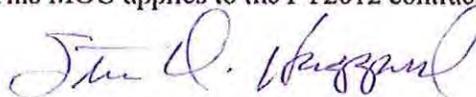
Cherokee Day Training Center may be reimbursed \$ 4.75 per trip for a portion of those trips, dependent upon surplus funding at year end from the Cherokee Board of Commissioners/CATS transportation contract between Cherokee BOC and the Department of Human Services. The Regional Transportation Office (RTO) will determine potential reimbursement and will require verifiable trip documentation be provided by Cherokee Day Training Center, according to DHS requirements.

Upon verification of trips by the RTO, CATS will be notified of billable trips and trips may be added to the CATS invoice under the current contract. Reimbursement of any eligible trips performed by Cherokee Day Training Center will be paid to:

Cherokee Day Training Center
133 Univeter Road
Canton, Georgia 30114

Upon payment by the Department of Human Services, CATS will then issue a check for the invoiced trips to the above address.

This MOU applies to the FY2012 contracting period.

 EXECUTIVE DIRECTOR

Steve Haggard, Director, Cherokee Day Training Center

Jerry W. Cooper, County Manager, Cherokee Board of Commissioners

Geoff Morton

From: Barbara Shearin
Sent: Tuesday, June 12, 2012 3:43 PM
To: Geoff Morton
Cc: Terry Hinton
Subject: May DHS Reimbursement Request
Attachments: May DHS Invoice.xls; May DHS Check Request.xls; 2012 DHS MOU.pdf

Good morning Geoff: Attached you will find the May 2012 DHS Reimbursement Request and Invoice for your signature. Please

note that DHS is including in this billing additional funding to the Cherokee Day Training Center where the county acts as a Pass-Thru Agent for these additional funds. *

In the past, we have executed a Memorandum of Understanding with CDTC and have received a small amount per trip as an administrative fee to act as the agent. Attached is the signed MOU by Steve Haggard, and will require the County Manager's signature to return with the reimbursement request. CDTC and once received, will forward to you for signature by the County Manager.

Once we have been notified of the wire transfer, I will process a check request for the funds to be paid to the Training Center. The funding is broken down as follows:

DHS Contract Rate per Trip for CDTC:	\$5.25 per trip	
Additional Trips by CDTC:	6,850	(Total \$35,962.50)
MOU Trip Rate to CDTC:	\$4.75 per trip	(Total \$32,537.50)
Rate for Administrative Fee to County:	\$.50 per trip	(Total \$ 3,425.00)

The remaining \$3,425.00 will be coded to a CATS Revenue Account.

Barb

Barbara Shearin
Cherokee County
bshearin@cherokeeqa.com
Tel: 770-345-1800

Geoff Morton

From: Barbara Shearin
Sent: Thursday, June 14, 2012 3:03 PM
To: Geoff Morton
Subject: MOU for CDTC from DHS
Attachments: 20120614145537629.pdf

*
A
Geoff: Attached is the fax received from DHS with the spreadsheet from CDTC outlining the number of trips by them under the 2012 contract period. FYI, these are extra trips that the CDTC gets reimbursed from DHS if they have any unused funds for the contract period. CDTC has a few of their own buses that they use for trips that we cannot provide. They seek reimbursement directly from DHS if funds are available and these are not trips where we receive any revenue from.

Will be sending under separate cover the documentation from 2011 to you shortly. Thanks.

Barb

One more question - how did the RTO determine the number of trips?

Also, have we been paid for these trips already?

Thanks

Geoff

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\$35,962.50))



Clyde L. Reese III, Esq., Commissioner

Georgia Department of Human Services • Office of Facilities and Support Services
Transportation Services Section • 450 Riverside Pkwy. • P.O. Box 1973 • Rome, GA 30162-1973
Phone: (706) 802-5389 Fax: (706) 802-5392
Regional Transportation Office – Region One & 3B

FAX TRANSMITTAL

TO: Barbara Shearin FAX # 770 345-6239
FROM: Michele Nystrom FAX # 706-802-5392
DATE: 6-11-12
RE: Revised MAY invoice

PAGES INCLUDING COVERSHEET 3

Memorandum of Understanding

COMMENTS:

AA

Adjusted invoice follows.
Steve gave me a printout of trips the center performed this year. Thank you!
Michele

The information contained in this transmission is privileged, is otherwise confidential, and is intended only for the use of the individual named above. The dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the above immediately by telephone, do not disclose its contents to any other person, use them for any purpose, or store or copy them in any medium. Thank you for your CONFIDENTIALITY

May -

\$ 36K Surplus available
to 850 trips Pass through

CHEROKEE TRAINING CENTER									
FY '12									
PASSENGER TRIP TOTALS									
H.CAP TOTALS	191	202	158	227	300	347	9195	9196	TOTALS
July '11	308	121	334	0	0	619	77	38	1497
August '11	504	96	604	0	0	744	83	22	1953
September '11	492	86	241	0	0	757	38	24	1638
October '11	411	117	262	0	0	802	56	60	1498
November '11	418	93	374	0	0	803	47	22	1657
December '11	330	70	183	0	0	456	24	35	1098
January '12	282	187	309	18	0	644	19	44	1603
February '12	265	26	244	196	0	555	46	17	1348
March '12	467	51	219	123	0	586	82	29	1657
April '12									0
May '12									0
June '12									0
TOTALS '12	3,477	847	2,670	337	-	6,566	471	281	13,649
STAFF TOTALS	191	202	158	227	300	347	9195	9196	TOTALS
July '11	147	84	111	0	29	125	68	38	692
August '11	205	79	205	0	23	144	69	17	742
September '11	170	71	85	0	21	162	36	24	559
October '11	163	88	117	0	25	117	45	42	697
November '11	145	80	117	0	23	114	39	25	643
December '11	135	58	98	0	19	93	22	23	448
January '12	141	66	115	8	30	125	28	40	551
February '12	118	24	121	81	25	122	34	16	541
March '12	216	62	103	46	15	134	57	28	660
April '12									0
May '12									0
June '12									0
TOTALS '12	1,439	612	1,072	133	210	1,126	388	253	6,233

Jun. 11. 2012 2:45PM

DHS TRANSPORTATION REG 1

DHS Office of Technology & Support
Regional Transportation FY2012
Check Request/Invoice
Region 3B Administered by Region One

No. 5933 P. 2

1st Invoice before
adjustment

Request #: Region 3B
Contract #: 427003620000008722

Payable To:
Provider/Contractor Name: Cherokee County BOC
Address: 1130 Bluffs Parkway
City, State, Zip Code: Canton, Georgia 30114
Contact Name: Geoffrey E. Morton, P.E., Public Works Agency Director
Phone #: (678) 493-6077

Invoice Number: 11

Invoice Date: June 11, 2012

For Transportation Services:

Month/Year May 2012

Billing Information:	# of Trips	Trip Rate	Total Reim
<i>CDTR</i>	<i>6850</i>	<i>77 5.25</i>	<i>35962.50</i>
Cherokee Training Center	2,413	<i>U.S.</i> \$5.25	\$12,668.25
Cherokee Senior Svcs.	654	\$4.25	\$2,770.00
Cherokee DFCS	108	\$11.00	\$1,188.00
Cherokee VR	12	\$5.25	\$63.00
Subtotal:			\$16,698.75
TITLE III Match			<i>(490.50)</i>
Total reimbursement:			\$16,698.75

3270.00

53151.75

52,661.25

DHS Department Requesting Payment:
Office of Facilities and Support Services
Regional Transportation Office, Region 3B
Administered by Region One
450 Riverside Parkway - Suite 110
Post Office Box 1973
Rome, Georgia 30102-1973
Fax: 706.314.7012

.50 (10)

EFT Payment

Certified By: _____ Date: _____
Geoffrey E. Morton, Public Works Agency Director

Authorized Signature: _____ Date: _____
Michele Nystrom, Regional Coordinator

Authorized Signature: _____ Date: _____
Vickie Young, Contracts Administrator

6-11-12

CSX Mea

$$4.75 * 6850 = 32,537.50$$

$$.50 * 6850 = 3,425.00$$

$$\text{TOTAL} \quad \underline{35,962.50}$$

Pass-through
Cats revenue \$311
3425.00

B

DHS Office of Technology & Support
Regional Transportation FY2012
Check Request/Invoice
Region 3B Administered by Region One

Request #: Region 3B
Contract #: 427003620000008722

Payable To:
Provider/Contractor Name: Cherokee County BOC
Address: 1130 Bluffs Parkway
City, State, Zip Code: Canton, Georgia 30114
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Phone #: (678) 493-6077

Invoice Number: 11

Invoice Date: June 11, 2012

For Transportation Services:

Month/Year *May 2012*

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Subtotal:			\$17,189.25
Cherokee Training Center (MOU)	6850	\$5.25	\$35,962.50
TITLE III Match			(\$490.50)
Total reimbursement:			\$52,661.25

DHS Department Requesting Payment:
Office of Facilities and Support Services
Regional Transportation Office, Region 3B
Administered by Region One
450 Riverside Parkway - Suite 110
Post Office Box 1073
Rome, Georgia 30162-1073
Fax: 706.314.7012

EFT Payment

Certified By: _____ Date: _____
Geoffrey E. Morton, Public Works Agency Director

Authorized Signature: _____ Date: _____
Michele Nystrom, Regional Coordinator

Authorized Signature: _____ Date: _____
Vickie Young, Contracts Administrator



Cherokee County Board of Commissioners

1130 Bluffs Parkway
 Canton, Georgia 30114
 Phone: (678) 493-6000
 Fax Line: (770) 345-6239

DATE: June 11, 2012

INVOICE #: 5

CUSTOMER: CC24010.345511

INVOICE TO:

FOR: Transportation Services

DHS Transportation Services - Region 3B
 705 N. Division Street, Building 103
 Rome, Georgia 30165

Contract Request: #42700-362-000008722

DESCRIPTION	DEPT	TRIPS	RATE
Transportation Services	CATS		

DESCRIPTION	TRIPS	RATE	AMOUNT
May 2012			
Cherokee Training Center	2413	5.25	12,668.25
Cherokee Senior Services	654	4.25	2,779.50
Cherokee DFCS	108	11.00	1,188.00
DOL - Vocational Rehabilitation	12	5.25	63.00
Cherokee Training Center (MOU)	6850	5.25	35,962.50
SUBTOTAL			\$ 52,661.25
OTHER			
TOTAL			\$ 52,661.25

Make all checks payable to Cherokee County Board of Commissioners. Due upon receipt. **EFT REQUESTED.**

CODE: 24010.345511 DHS	\$ 52,661.25
------------------------	--------------

THANK YOU FOR YOUR BUSINESS!

MEMORANDUM OF UNDERSTANDING
CHEROKEE COUNTY BOARD OF COMMISSIONERS
And
Cherokee Day Training Center
DHS COORDINATED TRANSPORTATION
July 1, 2010 - June 30, 2011

This memorandum of understanding is made and entered into for FY2011 by and between CHEROKEE COUNTY BOARD OF COMMISSIONERS and CHEROKEE DAY TRAINING CENTER.

Cherokee Day Training Center transports a portion of their consumers into the community for supported employment or opportunity outings using state-titled vehicles.

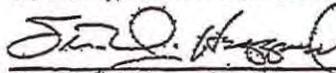
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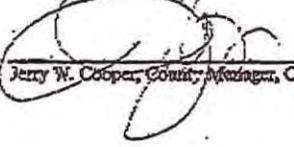
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Cherokee Day Training Center
133 Univeter Road
Canton, Georgia 30114

Upon payment by the Department of Human Services, CATS will then issue a check for the invoiced trips to the above address.

This MOU applies to the FY2011 contracting period.

 **STEVE HAGGARD**
Director
Steve Haggard, Director, Cherokee Day Training Center


Jerry W. Cooper, County Manager, Cherokee Board of Commissioners

Cherokee County, Georgia Agenda Request

Agenda No.

1.2

SUBJECT: Interagency Agreement
Between CATS and the ARC for
Open Transit Data

MEETING DATE: July 10, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of an Interagency Agreement between Cherokee Area Transportation System (CATS) and the Atlanta Regional Commission (ARC) for Open Transit Data.

FACTS AND ISSUES:

The Atlanta Regional Commission (ARC) is compiling and publishing all fixed transit routes in the Atlanta region to create a master bus route map that covers the entire region. All fixed route transit providers are requested to provide copies of their route information to the ARC.

This Agreement states that it will be the responsibility of CATS to provide the ARC with the latest fixed route transit information on an on-going basis. The ARC will then publish that information on a regional bus route map. (A sample is attached)

ARC will also notify CATS of any errors in the route data, and CATS in turn will make necessary corrections and forward the information back to the ARC.

There is no cost to CATS associated with this Agreement.

BUDGET:

Budgeted Amount:	\$ 0.00	Account Name:
Amount Spent to Date:	\$ 0.00	Account #:
Amount Encumbered:	\$ 0.00	
Amount Requested:	\$ 0.00	
Remaining Budget	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

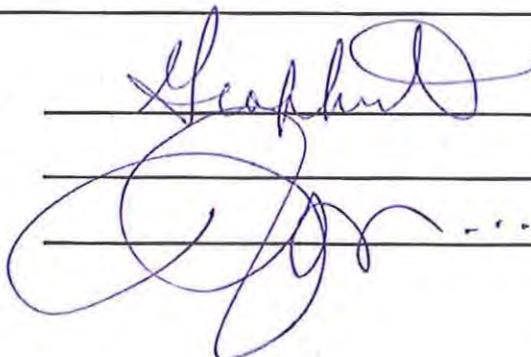
Approval of an Interagency Agreement between Cherokee Area Transportation System (CATS) and the Atlanta Regional Commission (ARC) for Open Transit Data.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Open Transit Data

Interagency Agreement

Between

Cherokee Area Transportation System
(CATS)

And

Atlanta Regional Commission (ARC)

Interagency Data Agreement

1. Introduction

1.1 Description

This inter-agency data agreement governs the relationship and obligations between the Atlanta Regional Commission (ARC) and the Cherokee Area Transportation System (CATS) regarding the schedule, route, operations, performance and other data specified for entry into the ARC Regional Transit Data Warehouse.

1.2 Effective Date

This agreement shall go into effect on the date of August 1, 2012.

2. Definitions

“ARC” means the Atlanta Regional Commission and its directors, officers, employees, agents, or representatives.

“Agency” means the transit agency or operator and its directors, officers, employees, agents, or representatives supplying Data for use in the Transit Data Warehouse; per this agreement the Cherokee Area Transportation System (CATS).

“Transit Data Warehouse” means the websites maintained by the ARC which provide information, data, and resources on transportation services, otherwise known as the ARC Regional Transit Data Warehouse.

“Data” means the information and resources made available on the Transit Data Warehouse.

3. Responsibilities of ARC

3.1 Transit Data Warehouse Maintenance

ARC will maintain the Transit Data Warehouse and the Agency’s Data. This maintenance will include the web hosting and upkeep of the Transit Data Warehouse site as well as integrating the initial and ongoing data updates from the Agency and other third parties (e.g., developers or transit riders) who make ARC aware of known inaccuracies or errors.

3.2 Quality Control

ARC will perform limited quality control on the Data before publishing it on the Transit Data Warehouse. Quality control activities may include correcting known errors, requesting feedback or knowledge from the Agency, and any other activity to improve the quality or accuracy of the Data.

3.3 Communication of Errors to Agency

If through internal quality control or communication with third parties (e.g., developers or transit riders) ARC discovers a significant error in the Data, ARC will notify the Agency of such error in a timely manner. A significant error includes any error that may cause riders to miss their desired service or create unnecessary confusion or inconvenience.

4. Responsibilities of Agency

4.1 Communication of Updates to ARC

THE AGENCY COMMITS TO NOTIFY ARC OF ANY AND ALL CHANGES OR UPDATES TO THE AGENCY'S TRANSIT SERVICE AND, THEREFORE, DATA IN A TIMELY MANNER BEFORE SUCH CHANGES TAKE ACTION. Changes include either planned or unplanned service modifications to stops, routes, schedules, or any other relevant component of transit service that may impact Data.

4.2 Commitment to Data Accuracy

The Agency, understanding that customers and developers depend on accurate and up-to-date Data, commits to a good faith effort in the maintenance of the Data and its accuracy.

5. Data Ownership

All rights, title and interest in and to patents, copyrights, trademarks, and other intellectual property and ownership rights embodied in the Agency Data, including, but not limited to, any new or useful art, discovery, improvement, technical development or invention, whether or not patentable, and all related know-how, designs, mask works, formulae, processes, trade secrets, ideas, artwork, software, hardware, graphics, layout, and modules, are the Agency's sole and exclusive property and are protected from unauthorized use, copying and distribution by U.S. and international laws, regulations and international treaties.

ARC acknowledges that the Agency owns all rights in the Agency Data, including, without limitation, any changes that it makes to the Agency Data, and ARC does not acquire any rights in the Agency Data by virtue of ARC's use of the Agency Data under this Agreement or otherwise.

6. Openness of Data

ARC SHALL PUBLISH THE DATA ON THE TRANSIT DATA WAREHOUSE, MAKING IT PUBLICLY ACCESSIBLE SUBJECT TO THE DEVELOPER LICENSE AGREEMENT AND ASSOCIATED TERMS OF USE DESCRIBED IN ATTACHMENT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

7. Duration/Renewal of Agreement

The duration of this agreement shall extend from the effective date for a period of one year after which the agreement will automatically be renewed unless another agreement, entered into by both ARC and the Agency, supersedes the terms and conditions of this agreement.

8. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between ARC and the Agency with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications, or agreements not specifically incorporated herein.

IN WITNESS WHEREOF, ARC and the Agency have executed this Agreement as of the day first above written.

Atlanta Regional Commission

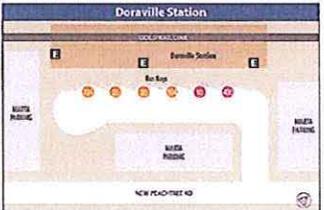
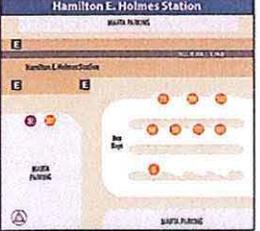
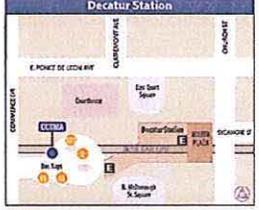
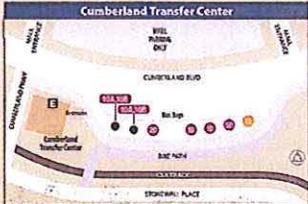
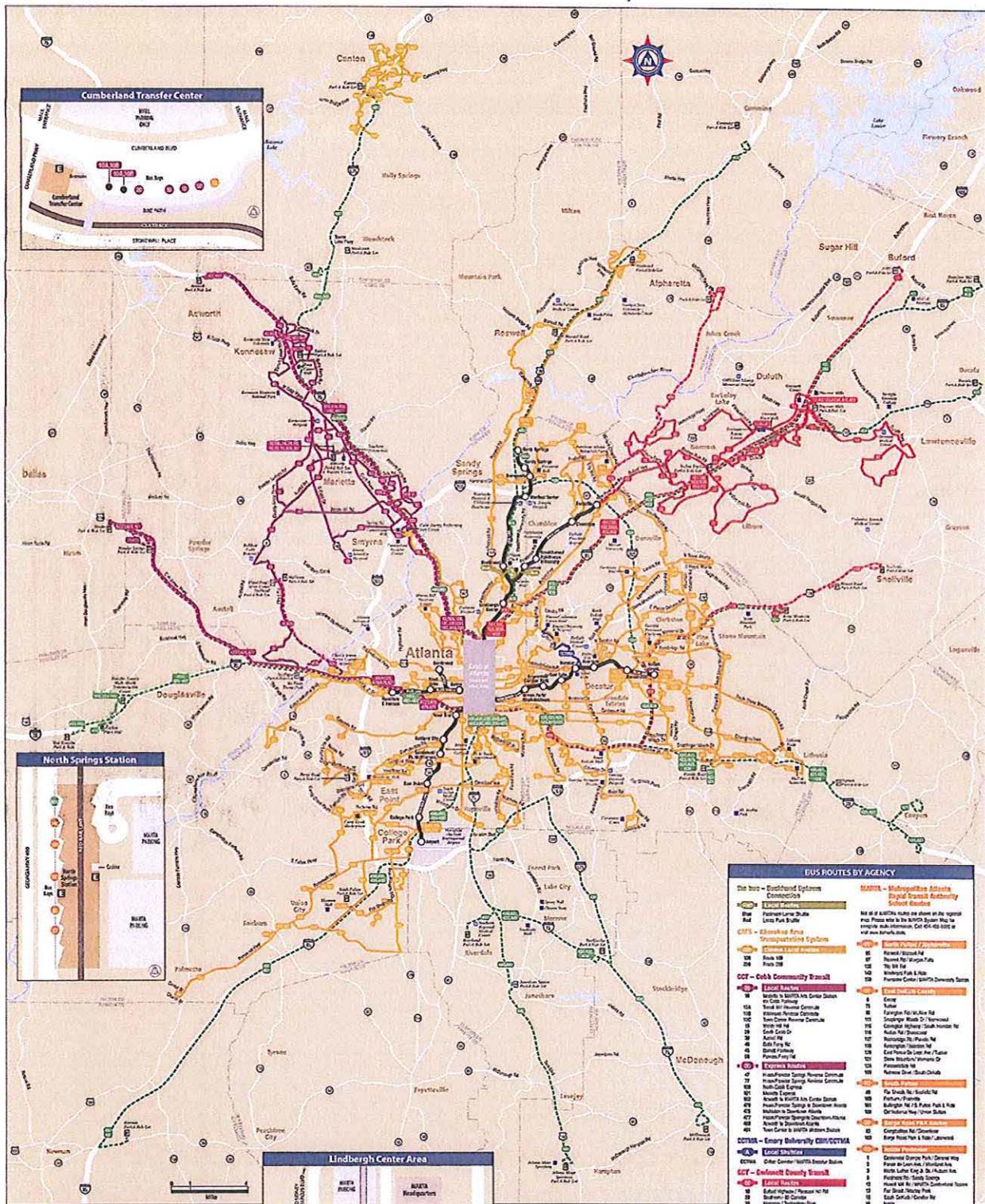
Cherokee County (CATS)

By: Douglas R. Hooker
Executive Director

By: L. B. "Buzz" Ahrens, Jr.
Chairman

Attest: _____

Attest: _____
County Clerk (Seal)



BUS ROUTES BY AGENCY

The Bus - Southeast Express

- 101 Peachtree
- 102 Peachtree
- 103 Peachtree
- 104 Peachtree
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MARTA - Metropolitan Atlanta Rapid Transit Authority

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COG - Cobb County

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DCOG - DeKalb County

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EMTA - Emory University

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GAFTA - Georgia Regional Transportation Authority

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- 119 Peachtree
- 120 Peachtree

REGIONAL MAP LEGEND

- Blue line: Bus route
- Red line: Light rail
- Green line: Streetcar
- Black line: Metro
- Blue circle: Station
- Red circle: Transfer point
- Green circle: Bus stop
- Black circle: Light rail stop
- Blue circle: Streetcar stop
- Black circle: Metro stop

STATION MAP KEY

- Blue circle: Bus stop for one bus route
- Red circle: Bus stop for multiple routes
- Black circle: Bus routes served at that stop
- Blue square: Station
- Red square: Transfer point
- Green square: Bus stop underground or elevated
- Black square: Station underground or elevated

STATION MAPS

Cherokee County, Georgia
Agenda Request

2.1

SUBJECT: RFP 2012-15 Generator Maintenance Award

MEETING DATE: 7/10/2012

SUBMITTED BY: Matt Williams, Property Management

COMMISSION ACTION REQUESTED:

Consider award to low bidder Critical Power Solutions, Inc. for the County's Annual Generator Maintenance and Emergency Repair.

FACTS AND ISSUES:

RFP 2012-15 Routine and Emergency Maintenance of Generators was published in the Cherokee Tribune on April 13, 2012 and April 20, 2012; the RFP was released on the County's website on April 13, 2012. Proposals were received on May 15, 2012. Five proposals were received; four responsive proposals and one "no-bid" proposal.

All proposals were ranked by the Purchasing Department based on pricing for the annual service/inspection, pricing for the optional load test, hourly and mileage rate response time (one hour critical response and three hour normal response) for emergency repair calls and conformance with the terms of the RFP. The ranking and total points (out of a possible 100) are as follows:

1. Critical Power Solutions, Hoschton GA.....95 Points
2. W. W. Williams, Atlanta, GA70 Points
3. Southern Power Systems, Newnan, GA.....62.5 Points
4. Power Pro-Tech Services, Ball Ground, GA.....32.5 Points
5. Kraft Power, Suwanee, GA No Bid

The Selection Committee (one representative each from the Purchasing Department, Sheriff Office, E-911, Fire-Emergency Services Department and Property Management) has reviewed the proposals and ranking sheet and recommends award to the low bidder, Critical Power Solutions, Inc.

The Professional Services Agreement is the County's standard attorney approved Agreement. If awarded, the Agreement would be effective July 10, 2012 with inspections beginning October 2012 (County's Fiscal Year 2013). The Agreement is for three (3) one-year terms automatically renewed each January and effective until October 2014 when the third year service/inspections are complete.

The annual maximum contract totals (for service/inspection and load test) by Department/Agency are:

1. Property Management Department – \$5,525
2. Fire-Emergency Services Department – \$16,195
3. Sheriff Office – \$3,175
4. E-911 - \$3,195

Each Department/Agency has budgeted these maximum contract values in their FY2013 Budgets.

BUDGET: (FY2013)

Budgeted Amount: \$37,324

Amount Encumbered: \$0

Amount Spent to Date: \$0

Amount Requested: \$5,525

Remaining Budget: \$31,799

Account Name: Property Management
– Technical

Account #: 11565000-521300

Budgeted Amount: \$13,333*

Account Name: Fire Fighting-Generators

Account #: 23520000-522215

Amount Encumbered: \$0

Amount Spent to Date: \$0

Amount Requested: \$16,195

Remaining Budget: \$(2,862)

*The current Department submitted FY13 budget for Generator Service/Maintenance was \$13,333 because actual prices were unknown at budget time. The maximum total contract value of \$16,195, if realized, would be offset by less expenses incurred in the Repairs/Maintenance line item 23520000-522200. The total Fire Fund 270 FY13 would not be over budget.

Budgeted Amount: \$108,000

Account Name: ADC – Repairs/Maint

Amount Encumbered: \$0

Account #: 13420000-522200

Amount Spent to Date: \$0

Amount Requested: \$3,175

Remaining Budget: \$104,825

Budgeted Amount: \$180,146

Account Name: E-911 Technical

Amount Encumbered: \$0

Account #: 23800000-521300

Amount Spent to Date: \$0

Amount Requested: \$3,195

Remaining Budget: \$176,951

Budget Adjustment Necessary: Yes No

Note: If yes, please attach budget amendment form

Contract Approval Required: Yes No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

Award Professional Services Agreement 2012-15 for the Annual Maintenance and Emergency Repair of Generators to Critical Power Solutions, Inc.

REVIEWED BY:

DEPARTMENT HEAD:

Madd Williams

AGENCY DIRECTOR:

[Signature]

COUNTY MANAGER

[Signature]

This is the Standard Professional Services Agreement of Cherokee County. Any consultant doing business with the County must enter into this Agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 10th day of July, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Critical Power Solutions, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Routine Generator Maintenance and Emergency Repair; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description: PSA 2012-15 in accordance with all specifications and pricing outlined in the Proposal dated May 15, 2012.

B. The Work

1. The Work to be completed under this Agreement (the "Work") consists of providing supplies and equipment for routine maintenance and emergency repair and/or service of the County's Generators (fixed and mobile) at multiple sites as listed below in the Generator Master List. The Generator Master List will be revised as necessary to update for obsolete or newly acquired Generators.

GENERATOR MASTER LIST

Site / Facility	Address	City	KW	Make	Fuel	Model #	Serial #
<u>Fire-EMS Department</u>							
Station #1	6276 Bells Ferry Rd	Acworth	20	Cummins	N/G	GGFE7483479	K080222933
Station #2	388 Groover St	Ball Ground	10	Generac	N/G	5241	4940917
Station #3	3624 Hickory St	Canton	10	Generac	L/P	5241	4940918
Station #4	9523 Free Home Hwy	Canton	175	Onan	D/F	DGFB-4494097	A010195336
Station #5	10378 E Cherokee Dr	Canton	7	Winco	N/G	CSAPSS8B/N	29306A98
Station #6	3396 Land Rd	Canton	175	Caterpillar	D/F	D175-2	00C66HM6D01591
Station #7	1530 Barnes Rd	Woodstock	20	Dayton	N/G	3W109/C	27082787
Station #8	260 Hickory Cir	Holly Springs	200	Onan	D/F	DGFC-5689857	H040678888
Station #9	1398 Reinhardt College Pkwy	Waleska	10	Generac	N/G	5241	4940920
Station #12	9081 Fincher Rd	Waleska	175	Onan	D/F	DGFC-4490958	K000172379
Station #13	2833 Knox Bridge Hwy	Canton	10	Generac	L/P	5241	4940934
Station #15	5804 Yellow Creek Rd	Ball Ground	10	Generac	L/P	5241	4940899
Station #17	125 Chickasaw Dr	Waleska	15	Generac	L/P	43903	4340761
Station #18	5840 Salacoa Rd	Waleska	10	Generac	L/P	5241	4940915
Station #19	100 Ridge Mill Ct	Woodstock	250	Onan	D/F	DQDAA-5748726	B060889205
Station #20	6724 Bells Ferry Rd	Woodstock	20	Cummins	N/G	GGFD7483507	K080222932
Station #21	1190 Evenflo Dr	Canton	175	Onan	D/F	DGFB-4490958	K000172380
Station #22	9550 Bells Ferry Rd	Canton	175	Onan	D/F	DGFB-4958001	D010230484
Station #23	7625 Vaughn Rd	Canton	175	Onan	D/F	DGFB-4958001	D010230483
Station #24	1000 River Park Blvd	Woodstock	150	Kohler	D/F	150ROZJ	740056
Station #27	1216 Lake Arrowhead Dr	Waleska	15	Generac	L/P	43903	4340764
Station #32	3644 Sugar Pike Rd	Canton	10	Generac	L/P	5241	4340893
<u>Property Management Department</u>							
Justice Center	90 North St	Canton	300	Caterpillar	D/F	SR4	7CF00743
Historic Courthouse	100 North St	Canton	20	Onan	D/F	20DKAE	K960622809
Roads & Bridges	403 Chattin Dr	Canton	10	Generac	N/G	589	204722
South Annex	7545 N Main St	Woodstock	175	Caterpillar	D/F	SR4B	9EF02641
Admin/Conf Center	1130 Bluffs Pkwy	Canton	300	Cummins	D/F	DQHAB7082123	DO80174946
Fleet Maintenance	421 Chattin Dr	Canton	35	Guardian	N/G	QTO3542G NAN	5058074

Site / Facility	Address	City	KW	Make	Fuel	Model #	Serial #
Animal Shelter	131 Chattin Dr	Canton	200	Katolight	D/F	D200FRJ4	WA532017-83075
<u>E-911 Agency – Tower Sites</u>							
Old 911 Bldg/Albert Stone Bldg	400 East Main St	Canton	40	Dayton	N/G	9303-1	996588
911 Tower	1219 Univeter Rd	Canton	22.5	DMT	L/P	25GH-2	95-69921
Watertank Repeater	Rope Mill Rd at Hwy 5	Woodstock	8	Generac	L/P	9067-0	951665
Watertank Repeater	132 Hickory St	Holly Springs	10	Generac	L/P	00589-0	2024509
Neese Rd	725 Neese Rd	Woodstock	10	Generac	L/P	00552-31	5709842
<u>Sheriff Office</u>							
Public Safety Bldg	498 Chattin Dr	Canton	125	Cummins	D/F	6CT8.3GC	22115
Detention Center	498 Chattin Dr	Canton	800	Spectrum	D/F	800-DS4	721366
Sheriff's Office DTF	1083 Marietta Hwy	Canton	15	Onan	N/G	15JCL	L920495498
<u>MOBILE UNITS</u>							
<u>Sheriff Office</u>							
Sheriff's Office - SWAT	Truck Garage, 498 Chattin Dr	Canton	20	Kohler	Diesel	20E0RD	2070885
Sheriff's Office - CMD #1	Truck Garage, 498 Chattin Dr	Canton	20	Kohler	Diesel	20E0RD	2083018
Sheriff's Office - CMD #2	Truck Garage, 498 Chattin Dr	Canton	8	Power Tech	Diesel	CD8000SI	KNC20DKC70 28SI
Sheriff's Office - HNT	Truck Garage, 498 Chattin Dr	Canton	7.5	Onan	Diesel	CMQD 7500	L020449332
These mobile units are stored in the Truck Garage behind the Public Safety Building; scheduling arrangements to be made with Deputy Paul Mazzuca at 770-345-3333 for servicing/inspection.							
<u>Fire/EMS Department</u>							
Fire Station #1 (On Board)	6276 Bells Ferry Rd	Acworth	6	Harrison	PTO Driven	HU06 OMCR-16R	F277 928
Fire Station #2 (Portable)	388 Groover St.	Ball Ground	2500	Coleman	Gas	54200	88501284
Fire Station #2 (Portable)	388 Groover St.	Ball Ground	4000	Coleman	Gas	PMS54-4000	591108494000
Fire Station #2 (Portable)	388 Groover St.	Ball Ground	5500	Generac	Gas	1646	1009947968
Fire Station #2 (Portable)	388 Groover St.	Ball Ground	6200	Troybilt	Gas	30432	1016773049
Fire Station #2 (Portable)	388 Groover St.	Ball Ground	13500	Briggs	Gas	30244	1012680065
Fire Station #3 (Portable)	3624 Hickory Flat Hwy.	Canton	9.9/5	Lister Petter	Diesel	00060929LP A2A079	00060930LPA2 A079
Fire Station #3 (On Board)	3624 Hickory Flat Hwy.	Canton	8	Vanguard	Gas	DYNA TELC 9000E/N	88594 J96

Site / Facility	Address	City	KW	Make	Fuel	Model #	Serial #
Fire Station #3 (Portable)	3624 Hickory Flat Hwy.	Canton	3	Pincor	Gas	RF30HMZ	80-17 108153JR
Fire Station #4 (On Board)	9253 Freehome Hwy.	Canton	5	Lister Petter	Diesel	00060929LP A2A079	00071774LPAZ A001
Fire Station #5 (Portable)	10378 East Cherokee Dr.	Canton	2500	Honda	Gas	EP2500CX1	JH1G8F
Fire Station #6 (Portable)	3396 Land Rd.	Canton	180	Coleman	Gas	PM0401850	77650337
Fire Station #6 (On Board)	3396 Land Rd.	Canton	5	Lister Petter	Diesel	00060929LP A2A079	0109843-55
Fire Station #7 (On Board)	1530 Barnes Rd.	Woodstock	6	Harrison	PTO driven	HU06.0MC R-16R	F277931
Fire Station #8 (On Board)	260 Hickory Rd.	Holly Springs	15	Harrison	PTO driven	HU15.ONP C-16DSJ	L985383
Fire Station #8 (On Board)	260 Hickory Rd.	Holly Springs	40	Cummins	PTO driven	40YD-CR	G04N641375
Fire Station #12 (On Board)	9081 Fincher Rd.	Waleska	N/A	PowR Gard	Gas	XL 3500	195437-0745- 01A8021710
Fire Station #12 (On Board)	9081 Fincher Rd.	Waleska	5	Lister Petter	Diesel	00060929LP A2A079	0071777LPA2 A001
Fire Station #12 (On Board)	9081 Fincher Rd.	Waleska	25	N/A	PTO Driven	N/A	N/A
Fire Station #13 (Portable)	2833 Knox Bridge Hwy.	Canton	4	Powermate	Gas	544000	8638575
Fire Station #15 (Inverter)	5804 Yellow Creek Rd.	Ball Ground	1500/ 3000	Cobra	N/A	CPI1575	No Locate
Fire Station #17 (Portable)	125 Chickasaw Dr.	Waleska	N/A	Honda	Gas	EU 2000	EAAJ-1690229
Fire Station #17 (Portable)	125 Chickasaw Dr.	Waleska	N/A	Generac	Gas	09443-1	1101755
Fire Station #17 (Portable)	125 Chickasaw Dr.	Waleska	4000	Coleman	Gas	534502	109774
Fire Station #18 (Portable)	5840 Salacoa Rd.	Waleska	4000	Coleman	Gas	PM54-4000	19310361
Fire Station #19 (On Board)	100 Ridge Mill Ct.	Acworth	10.4	Lister Petter	Diesel	00060929LP A2A079	00071788LPA2 001
Fire Station #19 (On Board)	100 Ridge Mill Ct.	Acworth	6	Honda	Gas	EV-6010	ECB-1018251
Fire Station #20 (Portable)	6724 Bells Ferry Rd.	Woodstock	2.5	Honda	Gas	EP2500CX1	786102003520
Fire Station #20 (Portable)	6724 Bells Ferry Rd.	Woodstock	2.3	Honda	Gas	EP2500CX1	No Locate
Fire Station #21 (On Board)	1190 Evenflo Dr.	Ball Ground	10.8	Stamford	Diesel	99262369	0109109-25
Fire Station #21 (Portable)	1190 Evenflo Dr.	Ball Ground	6.8	Onan	Gas	7NHMFA26 105H	D000095489
Fire Station #21 (Portable)	1190 Evenflo Dr.	Ball Ground	5700	Homelite	Gas	HG5700R	CRL0510044
Fire Station #22 (On Board)	9550 Bells Ferry Rd.	Canton	6	Harrison	PTO driven	6.0MCR- 16R	F277930
Fire Station #23 (On Board)	7625 Vaughn Rd.	Canton	5	Lister Petter	Diesel	00060929LP A2A079	00066043LPA2 079
Fire Station #24	1000 Riverpark	Woodstock	5	Lister Petter	Deisel	00060929LP	00066043LPA2

Site / Facility	Address	City	KW	Make	Fuel	Model #	Serial #
(Portable)	Blvd.					A2A079	079
Fire Station #24 (On Board)	1000 Riverpark Blvd.	Woodstock	10	Harrison	PTO driven	HU10 OMCR-16R	H281549
Some of these units are located on Fire/EMS apparatus (Engine/Ambulance/Battalion Truck/Etc.) and are noted "On Board" under the Site/Facility column. All inspections/servicing will take place at the specified Fire Station.							

2. Annual Service/Inspection - This inspection will be completed one (1) time per year (every 12 months) on all generators. The service/inspection shall be scheduled with the Department Liaison identified in Section IV.E and should be completed by October 31st of each year:

A. Cooling System

- 1) Core condition (inside and out)
- 2) Radiator cap (inspect seal), replace if needed
- 3) Check coolant level and change per manufacture recommendations
- 4) Inspect hoses and clamps, replace if needed
- 5) Inspect tubes and connectors, replace if needed
- 6) Fan belt/pulley, replace if needed
- 7) Fan belt adjustment
- 8) Water pump bearings and leaks
- 9) Temperature gauges, replace if needed
- 10) Operating temperature
- 11) Engine block heater, replace if needed
- 12) Check intake and exhaust louvers for proper operation

B. Lubricating System

- 1) Change oil and oil filters
- 2) Condition of breather, replace if needed
- 3) Check gaskets for leaks
- 4) Check oil level
- 5) Check oil pressure
- 6) Check for any leaks

C. Fuel System

- 1) Inspect fuel tank – if natural gas or propane fueled, check lines for leaks
- 2) Change fuel/water separator strainers, replace if needed
- 3) Inspect all fuel lines, replace if needed
- 4) Inspect governor and control
- 5) Change fuel filters
- 6) Check fuel pressure
- 7) Test fuel tanks for water, treat as needed

D. Air Intake and Exhaust System

- 1) Check air filters, replace if needed
- 2) Check air filter service indicator
- 3) Inspect air inlet system
- 4) Inspect turbocharger
- 5) Check exhaust manifold

E. Engine Monitors and Safety Controls

- 1) Check all gauges, replace if needed
- 2) Check all safety controls, replace if needed

3) Check remote enunciators

F. Starting System

1) Inspect batteries, terminals and connections

2) Check specific gravity of batteries

3) Perform load test on batteries

4) Inspect battery charger, replace if needed

5) Inspect starting motor

6) Inspect alternator

7) Replace points, condenser and plugs except long life plugs which should be changed per manufacture recommendations

G. Generator

1) Inspect bearings

2) Check vibrations

3) Inspect control panel

4) Check start controls

5) Check voltmeter

6) Check ammeter

7) Check frequency meter

8) Check circuit breaker

H. Transfer Switch

1) Inspect all connections

2) Inspect wiring for brittle burn marks

3) Inspect all switches

4) Check exercise timers and confirm proper operation

3. Reports and Documentation: A complete Annual Inspection Report must be provided to the affected Agency/Department Head with a copy to the Property Management Department no later than December 31st of the inspection year. This report must include any problems or issues noted during the inspection as well as a proposal for repairs not covered under this agreement. If the additional work is to the magnitude that the generator is out of service or may become out of service, the affected Agency/Department Head must be contacted, in writing, immediately.
4. Load Test – The Load Test shall be performed on all Generators one (1) time per year. The Load Test is a four (4) hour bank test at 100% load. The Load Tests must be performed after 5:00PM Monday through Friday and is to be scheduled in advance with the Department Liaison identified in Section IV.E. The Load Test is an optional service and at the request of the Department Liaison only. This Agreement does not guarantee any Department will request Load Test to be performed.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall be effective as of the date first written above, and the initial Term shall be from October 2012 to September 2013 with two (2) one-year extensions. The Agreement will not extend past

December 31, 2014. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Consultant shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant in full as per the fee schedule outlined in Section III.B.1 for the Annual Service/Inspection upon receipt of invoice; these fees are prepaid. The County agrees to pay the Consultant in full as per the fee schedule outlined in Section III.B.1 for the Annual Load Test if so ordered by the Department Liaison; these fees are prepaid for any Load Tests ordered for the year. The County agrees to pay the Consultant in full as per the hourly and mileage rate fee schedule outlined in Section III.B.2 upon receipt of invoice for emergency repairs. County agrees to pay the Consultant in full as per the fee schedule outlined in Section III.B.3 for the Portable Backup 800KW Mobile Generator upon receipt of invoice. General, non-emergency repairs will be quoted prior to initiating work; the County agrees to pay the Consultant in full upon completion of all agreed upon, ordered repair work and receipt of an invoice. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this

Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total maximum amount paid under this Agreement as compensation for Work performed incurred as part of the Annual Service/Inspection in accordance with the terms of RFP 2012-15, is \$13,200 except as outlined in Section II(C) above. The total maximum amount paid under this Agreement as compensation for Work performed incurred as part of the Annual Load Test in accordance with the terms of RFP 2012-15, is \$14,890 except as outlined in Section II(C) above; there is no guaranteed minimum compensation for the Load Test.

1. The compensation for Work performed for the Annual Service/Inspection and Load Test shall be based upon the following fee schedule:

<u>Location/Site/Facility</u>	<u>Annual Service/Inspection</u>	<u>Load Test (if ordered)</u>
Station #1	325.00	320.00
Station #2	325.00	310.00
Station #3	325.00	310.00
Station #4	325.00	475.00
Station #5	325.00	310.00
Station #6	325.00	475.00
Station #7	325.00	320.00
Station #8	350.00	500.00
Station #9	325.00	310.00
Station #12	325.00	475.00
Station #13	325.00	310.00
Station #15	325.00	310.00
Station #17	325.00	320.00
Station #18	325.00	310.00
Station #19	350.00	550.00
Station #20	325.00	320.00
Station #21	325.00	475.00
Station #22	325.00	475.00
Station #23	325.00	475.00
Station #24	325.00	475.00
Station #27	325.00	320.00
Station #32	325.00	310.00
Justice Center	375.00	600.00
Historic Courthouse	325.00	320.00
Roads & Bridges	325.00	310.00
South Annex	325.00	475.00
Admin/Conference Center	375.00	600.00
Fleet Maintenance	325.00	320.00

Animal Shelter	350.00	500.00
Old 911 Bldg - E Main St	325.00	320.00
911 Tower - 1219 Univeter	325.00	320.00
Watertank Repeater - Woodstock	325.00	310.00
Watertank Repeater - Holly Springs	325.00	310.00
Neese Rd Watertank	325.00	310.00
Public Safety Bldg	325.00	425.00
Dentention Center	725.00	995.00
SO DTF - Marietta Hwy	325.00	320.00
SO SWAT Mobile	15.00	-
SO CMD #1 Mobile	15.00	-
SO CMD #2 Mobile	15.00	-
SO HNT Mobile	15.00	-
FIRE/EMS Station 1 - Mobile	15.00	-
FIRE/EMS Station 2 - Mobile 2500KW	15.00	-
FIRE/EMS Station 2 - Mobile 4000KW	15.00	-
FIRE/EMS Station 2 - Mobile 5550KW	15.00	-
FIRE/EMS Station 2 - Mobile 6200KW	15.00	-
FIRE/EMS Station 2 - Mobile 13500KW	15.00	-
FIRE/EMS Station 3 - Mobile 9.9/5 KW	15.00	-
FIRE/EMS Station 3 - Mobile 8KW	15.00	-
FIRE/EMS Station 3 - Mobile 3KW	15.00	-
FIRE/EMS Station 4 - Mobile	15.00	-
FIRE/EMS Station 5 - Mobile	15.00	-
FIRE/EMS Station 6 - Mobile 180KW	15.00	-
FIRE/EMS Station 6 - Mobile 5KW	15.00	-
FIRE/EMS Station 7 - Mobile	15.00	-
FIRE/EMS Station 8 - Mobile 15KW	15.00	-
FIRE/EMS Station 8 - Mobile 40KW	15.00	-
FIRE/EMS Station 12 - Mobile N/A KW	15.00	-
FIRE/EMS Station 12 - Mobile 5KW	15.00	-
FIRE/EMS Station 12 - Mobile 25KW	15.00	-
FIRE/EMS Station 13 - Mobile	15.00	-
FIRE/EMS Station 15 - Mobile	15.00	-
FIRE/EMS Station 17 - Mobile N/A KW	15.00	-
FIRE/EMS Station 17 - Mobile N/A KW	15.00	-
FIRE/EMS Station 17 - Mobile 4000KW	15.00	-
FIRE/EMS Station 18 - Mobile 4000KW	15.00	-
FIRE/EMS Station 19 - Mobile 10.4KW	15.00	-
FIRE/EMS Station 19 - Mobile 6KW	15.00	-
FIRE/EMS Station 20 - Mobile 2.5KW	15.00	-
FIRE/EMS Station 20 - Mobile 2.3KW	15.00	-

FIRE/EMS Station 21 - Mobile 10.8KW	15.00	-
FIRE/EMS Station 21 - Mobile 6.8KW	15.00	-
FIRE/EMS Station 21 - Mobile 5700KW	15.00	-
FIRE/EMS Station 22 - Mobile	15.00	-
FIRE/EMS Station 23 - Mobile	15.00	-
FIRE/EMS Station 24 - Mobile 5KW	15.00	-
FIRE/EMS Station 24 - Mobile 10KW	15.00	-
TOTALS	13,200.00	14,890.00

2. Outage Response Time and Mileage Pricing for Emergency and Non-Emergency Repair and/or Service Calls (outside scheduled annual service/inspection per generator):

A) Rate and mileage for maximum **one (1) hour response** to outages at the following locations:

- 1) Public Safety Building (includes E-911 Center) – 498 Chattin Dr, Canton
- 2) Adult Detention Center (800 KW) – 498 Chattin Dr, Canton
- 3) Old 911 Building – 400 East Main St, Canton
- 4) E-911 Tower Site – 1219 Univeter Rd, Canton
- 5) Watertank Repeater – Rope Mill Rd at Hwy 5, Woodstock
- 6) Watertank Repeater – 132 Hickory St, Holly Springs
- 7) Neese Rd Watertank – 725 Neese Rd, Woodstock

1. NORMAL BUSINESS HOURS (MONDAY-FRIDAY, 8AM-5PM):

Hourly Rate: \$85.00 Mileage Rate (per mile): \$0.85

2. OUTSIDE NORMAL BUSINESS HOURS (WEEKENDS, HOLIDAYS, MONDAY-FRIDAY AFTER 5PM AND BEFORE 8AM):

Hourly Rate: \$85.00 Mileage Rate (per mile): \$0.85

B) Rate and mileage for maximum **three (3) hour response** to outages at all other locations:

1. NORMAL BUSINESS HOURS (MONDAY-FRIDAY, 8AM-5PM):

Hourly Rate: \$75.00 Mileage Rate (per mile): \$0.75

2. OUTSIDE NORMAL BUSINESS HOURS (WEEKENDS, HOLIDAYS, MONDAY-FRIDAY AFTER 5PM AND BEFORE 8AM):

Hourly Rate: \$75.00 Mileage Rate (per mile): \$0.75

3. Portable Back-up 800 KW Mobile Generator Pricing shall not exceed as follows:

- a) Rental Per Day\$1,949
- b) Rental Per Week\$5,320
- c) Hook up and Disconnect Fee\$275

C. There is no reimbursement for costs incurred outside of hourly technician rate and mileage rate to respond to emergency service calls as outlined in Section III.B.2 above.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

B. Budgetary Limitations

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Consultant's Reliance on Submissions by the County

Consultant must have timely information and input from the County in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative

Property Management – Matt Williams shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

Sheriff Office – fixed generators – Stephen Fulford shall be authorized to act on

Consultant's behalf with respect to the Work as Consultant's designated representative.

Sheriff Office – mobile generators – Paul Mazzuca shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

Fire and Emergency Services – fixed and mobile generators – Dana McPherson shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

E-911 – Jason Jenkins shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage - The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

- (6) Verification of Coverage:
Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors:
Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.
- (8) Claims-Made Policies:
Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee:
The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

J. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Affidavit

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further,

Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Consultant's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

Consultant agrees that the employee-number category designated below is applicable to the Consultant.

500 or more employees.

100 or more employees.

Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that

Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit “C”, and submitted such affidavit to the County in person, electronically, or by mail. Further, Consultant verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Consultant’s legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

K. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

M. Confidentiality

Consultant acknowledges that it may receive confidential information of the County and

that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

N. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

O. Key Personnel

The Key Personnel identified below are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Key Personnel without written approval of the County. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

Robert McMahan, President
David Chappell, Operations Manager
Cristal Fitzgerald, Service Manager

P. Authority to Contract

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

Q. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered

immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to the sites/facilities outline in Section I.B.1 in order for Consultant to complete the Work.

B. County's Representative

Department Liaisons are identified in Section IV.E and shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

B. Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

D. The rights and remedies of the County and the Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not

subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between the Department Liaisons identified in Section IV.E for the County and Cristal Fitzgerald for the Consultant.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

With a Copy to:

Procurement/Risk Management Department
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Robert McMahan
Critical Power Solutions
9550 Jackson Trail Road
Suite B
Hoschton, GA 30548

Future changes in address shall be effective only upon written notice being given by the County to Consultant or by Consultant to County Manager via one of the delivery methods described in this Section.

XIV. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of

the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

XV. NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XVI. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XVII. FORCE MAJEURE

Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

IN WITNESS WHEREOF the County and the Consultant have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

Crystal L. Fitzgerald

By: Robert P. McMahon *Crystal L. Fitzgerald*
Its: President *Service Manager*

[CORPORATE SEAL]

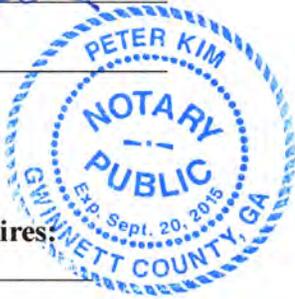
SIGNED, SEALED, AND DELIVERED
in the presence of:

D. J. Chappell

Witness

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires:

Sept. 20th, 2015

CHEROKEE COUNTY

By: L. B. Ahrens, Jr.
Its: Chairman

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 Cherokee County 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 agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Critical Power Solutions
Name of Contractor

PSA 2012-15: Generators
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

Executed on _____, ____, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

NOT
APPLICABLE

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with _____ (name of contractor) on behalf of Cherokee County 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"
SAVE Affidavit

By executing this affidavit under oath, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

Cherokee County, Georgia Agenda Request

SUBJECT: Insurance Recovery Funds

MEETING DATE: July 10, 2012

SUBMITTED BY: Stacey Williams, Director of Administration, Cherokee County Sheriff

COMMISSION ACTION REQUESTED:

Accept insurance recovery revenue and increase expenditure line item.

FACTS AND ISSUES:

On May 21, 2012 a Uniform Patrol Dodge Charger pursuit vehicle was hit by a citizen. Auto-Owners Insurance has issued payment in the amount of \$3,727.66 as per the initial repair estimate. If the actual repair work exceeds the payment Auto-Owners Insurance will issue supplemental payment directly to the repair shop, Mauldin's Body Shop. Capital Asset No. 3176, 2011 Dodge Charger Vin# 2388, Fleet ID# 2020688. Auto-Owners Insurance Claim No. 087-0001692-2012.

A Budget Amendment is required to increase the Uniform Patrol Division's (Org 3323) adopted 2012 budgeted revenue and expenditures by \$3,727.66.

BUDGET:

Budgeted Amount:	\$0.00	Account Name: UPD – Veh Rep Ins Claims
Amount Encumbered:	\$0.00	Account #: 13323000-522203
Amount Spent to Date:	\$0.00	
Amount Requested:	\$3,727.66	
Remaining Budget:	\$3,727.66	

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form

Contract Approval Required: Yes No
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

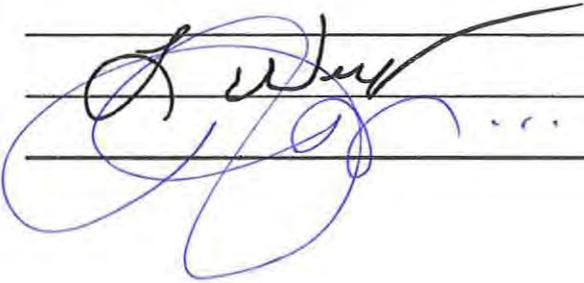
Adopt Budget Amendment to increase Uniform Patrol Division's revenues and expenditures by \$3,727.66.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



**Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form**

Instructions:

- * For budget amendments increasing or decreasing the budget revenues must equal expenditures.
- * For budget transfers the net total should equal zero.
- * Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
- * Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- * The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

REVENUES:

Department Org Code	Object	Account Name	Amount
10090	383000	General Fund Insurance Recovery	3,727.66
			3,727.66

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
13323000	522203	Vehicle Repairs - Insurance Claim	3,727.66
			3,727.66

PURPOSE OF TRANSFER/ AMENDMENT

2011 Dodge Charger Pursuit Vehicle, Capital Asset 3176, Fleet ID# 2020688, Vin# 2388
May 21, 2012 Accident; Auto-Owners Insurance Claim# 087-0001692-2012

Department Head Approval:



County Manager Approval:

Date Approved by BOC (please attach a copy of Minutes)

7/10/2012

Cherokee County, Georgia Agenda Request

Agenda No.

2.3

SUBJECT: Commerce Boulevard – Phase 2
Construction Contract

MEETING DATE: July 10, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of contract from NJ Wilbanks Contracting Company, Inc., for construction of the Commerce Boulevard – Phase 2 project in the amount of \$7,884,926.56, with notice to proceed to be issued contingent upon receipt of notice to proceed by the Georgia Department of Transportation.

FACTS AND ISSUES:

This project includes construction of Commerce Boulevard – Phase 2, which will run between SR 20 and SR 140, parallel to and along the east side of I-575. The total length of roadway is 1.40 miles. Approximately 0.50 miles of roadway was constructed in 2008. Phase 2 of the proposed project continues Commerce Boulevard south, across Canton Creek, to intersect with SR 140; a distance of 0.90 miles.

Commerce Boulevard will provide access to Northside Hospital's Cherokee County campus. The hospital is proposing an initial investment of \$250 million with an 84 bed hospital and a 130,000 square foot Medical Office Building/Cancer Center that is expected to begin construction later this year and will employ 300-400 employees. At ultimate build-out, the hospital's investment will total approximately \$400 million with 350 beds that will employ approximately 1,500 employees.

The Georgia Department of Transportation is contributing \$4,300,000 towards the construction cost of this project, Northside Hospital is contributing \$2,200,000 and Cherokee County is contributing \$1,400,000.

Bids for the construction of this project were received on June 6, 2012. Five (5) bids were received.

BUDGET:

Budgeted Amount (2013):	\$7,900,000.00	Account Name: Commerce Boulevard
Amount Spent to Date:	\$ 0.00	Account #: 53068
Amount Requested:	\$7,884,926.56	
Budget Remaining:	\$ 15,073.44	
GDOT LMIG Funds:	\$4,300,000.00	
Northside Hospital Funds:	\$2,200,000.00	
Cherokee County SPLOST VI:	\$1,400,000.00	

ADMINISTRATIVE RECOMMENDATION:

Approval of contract from NJ Wilbanks Contracting Company, Inc., for construction of the Commerce Boulevard – Phase 2 project in the amount of \$7,884,926.56, with notice to proceed to be issued contingent upon receipt of notice to proceed by the Georgia Department of Transportation.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

	Contractor			N.J. Wilbanks Contractor, Inc.	N.J. Wilbanks Contractor, Inc.	Baldwin Paving Company, Inc.	Baldwin Paving Company, Inc.	Sunbelt Structures Inc.	Sunbelt Structures Inc.	E.R. Snell Contractor, Inc.	E.R. Snell Contractor, Inc.	C.W. Matthews Contracting Co.,	C.W. Matthews Contracting Co.,
	GDOT Contractor No.			2W1010		2BA150		2SU520		2SN250		2MA850	
	ROADWAY												
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST	BID PRICE	COST	BID PRICE	COST	BID PRICE	COST	BID PRICE	COST
150-1000	Traffic Control Project	Lump	1	\$ 67,521.00	\$ 67,521.00	\$ 17,347.57	\$ 17,347.57	\$ 13,750.00	\$ 13,750.00	\$ 50,700.00	\$ 50,700.00	\$ 29,160.36	\$ 29,160.36
161-1000	Erosion Control - Project	Lump	1	\$ 39,267.00	\$ 39,267.00	\$ 1.00	\$ 1.00	\$ 22,600.00	\$ 22,600.00	\$ 22,700.00	\$ 22,700.00	\$ 14,939.87	\$ 14,939.87
163-0232	Temporary Grassing	Ac	28.3	\$ 310.00	\$ 8,773.00	\$ 315.00	\$ 8,914.50	\$ 300.00	\$ 8,490.00	\$ 324.00	\$ 9,169.20	\$ 300.00	\$ 8,490.00
163-0240	Mulch	Ton	435	\$ 94.85	\$ 41,259.75	\$ 204.75	\$ 89,066.25	\$ 195.00	\$ 84,825.00	\$ 211.00	\$ 91,785.00	\$ 195.00	\$ 84,825.00
163-0300	Construction Exit	Each	5	\$ 2,000.00	\$ 10,000.00	\$ 1,043.28	\$ 5,216.40	\$ 1,500.00	\$ 7,500.00	\$ 1,410.00	\$ 7,050.00	\$ 1,294.36	\$ 6,471.80
163-0520	Construct, Maintain and Remove Temp. Pipe Slope Drain	Lin Ft	1475	\$ 13.00	\$ 19,175.00	\$ 11.18	\$ 16,490.50	\$ 12.50	\$ 18,437.50	\$ 10.00	\$ 14,750.00	\$ 11.35	\$ 16,741.25
163-0523	Construct and Remove Temporary Ditch Checks, Type F	Each	420	\$ 42.00	\$ 17,640.00	\$ 42.00	\$ 17,640.00	\$ 40.00	\$ 16,800.00	\$ 47.00	\$ 19,740.00	\$ 40.00	\$ 16,800.00
163-0527	Construct and Remove Rip Rap Check Dams (Cd-S)		265	\$ 175.00	\$ 46,375.00	\$ 125.42	\$ 33,236.30	\$ 250.00	\$ 66,250.00	\$ 280.00	\$ 74,200.00	\$ 335.66	\$ 88,949.90
163-0531	Construct Permanent Sediment Basin No. A, Tp1, Sta. 32+20 R	Each	1	\$ 1,500.00	\$ 1,500.00	\$ 9,962.66	\$ 9,962.66	\$ 16,258.00	\$ 16,258.00	\$ 7,610.00	\$ 7,610.00	\$ 5,587.00	\$ 5,587.00
163-0531	Construct Permanent Sediment Basin No. B, Tp2, Sta. 69+79 L	Each	1	\$ 1,500.00	\$ 1,500.00	\$ 12,390.00	\$ 12,390.00	\$ 28,989.00	\$ 28,989.00	\$ 7,610.00	\$ 7,610.00	\$ 5,587.00	\$ 5,587.00
163-0531	Construct and Remove Sediment Basin, Tp3, Sta. 46+75 L	Each	1	\$ 3,000.00	\$ 3,000.00	\$ 5,667.11	\$ 5,667.11	\$ 5,000.00	\$ 5,000.00	\$ 7,610.00	\$ 7,610.00	\$ 26,210.47	\$ 26,210.47
163-0531	Construct and Remove Sediment Basin, Tp4, Sta. 52+50 L	Each	1	\$ 3,000.00	\$ 3,000.00	\$ 6,475.61	\$ 6,475.61	\$ 8,000.00	\$ 8,000.00	\$ 7,610.00	\$ 7,610.00	\$ 8,248.98	\$ 8,248.98
163-0531	Construct and Remove Sediment Basin, Tp5, Sta. 59+20 L	Each	1	\$ 3,000.00	\$ 3,000.00	\$ 3,167.06	\$ 3,167.06	\$ 5,000.00	\$ 5,000.00	\$ 7,610.00	\$ 7,610.00	\$ 13,297.06	\$ 13,297.06
163-0540	Construct and Remove Retrofit, Sta. 32+20 R	Each	1	\$ 900.00	\$ 900.00	\$ 957.86	\$ 957.86	\$ 1,500.00	\$ 1,500.00	\$ 1,070.00	\$ 1,070.00	\$ 722.41	\$ 722.41
163-0540	Construct and Remove Retrofit, Sta. 69+79 L	Each	1	\$ 900.00	\$ 900.00	\$ 958.10	\$ 958.10	\$ 1,500.00	\$ 1,500.00	\$ 1,070.00	\$ 1,070.00	\$ 722.41	\$ 722.41
163-0541	Construct Rock Filter Dam	Each	8	\$ 4,650.00	\$ 37,200.00	\$ 1,784.77	\$ 14,278.16	\$ 1,500.00	\$ 12,000.00	\$ 496.00	\$ 3,968.00	\$ 373.20	\$ 2,985.60
163-0542	Construct and Remove Stone Filter Ring	Each	5	\$ 2,000.00	\$ 10,000.00	\$ 1,785.20	\$ 8,926.00	\$ 1,500.00	\$ 7,500.00	\$ 882.00	\$ 4,410.00	\$ 164.52	\$ 822.60
163-0550	Construct and Remove Inlet Sediment Trap	Each	74	\$ 85.00	\$ 6,290.00	\$ 84.00	\$ 6,216.00	\$ 80.00	\$ 5,920.00	\$ 70.25	\$ 5,198.50	\$ 80.00	\$ 5,920.00
165-0030	Maintenance of Temporary Silt Fence, Type C	Lin Ft	57084	\$ 0.01	\$ 570.84	\$ 0.79	\$ 45,096.36	\$ 0.75	\$ 42,813.00	\$ 0.50	\$ 28,542.00	\$ 0.75	\$ 42,813.00
165-0040	Maintenance of Erosion Control Check Dams / Ditch Checks	Each	685	\$ 0.01	\$ 6.85	\$ 66.55	\$ 45,586.75	\$ 15.00	\$ 10,275.00	\$ 78.00	\$ 53,430.00	\$ 43.00	\$ 29,455.00
165-0060	Maintenance of Permanent Sediment Basin No. A, Tp1, Sta. 32+20 R	Each	1	\$ 3,000.00	\$ 3,000.00	\$ 1,896.30	\$ 1,896.30	\$ 2,000.00	\$ 2,000.00	\$ 1,890.00	\$ 1,890.00	\$ 5,242.96	\$ 5,242.96
165-0060	Maintenance of Permanent Sediment Basin No. B, Tp2, Sta. 69+79 L	Each	1	\$ 3,000.00	\$ 3,000.00	\$ 1,896.30	\$ 1,896.30	\$ 2,000.00	\$ 2,000.00	\$ 1,890.00	\$ 1,890.00	\$ 5,242.96	\$ 5,242.96
165-0060	Maintenance of Temporary Sediment Basin, Tp3, Sta. 46+75 L	Each	1	\$ 250.00	\$ 250.00	\$ 948.15	\$ 948.15	\$ 1,000.00	\$ 1,000.00	\$ 947.00	\$ 947.00	\$ 5,242.96	\$ 5,242.96
165-0060	Maintenance of Temporary Sediment Basin, Tp4, Sta. 52+50 L	Each	1	\$ 250.00	\$ 250.00	\$ 974.19	\$ 974.19	\$ 1,000.00	\$ 1,000.00	\$ 947.00	\$ 947.00	\$ 1,747.65	\$ 1,747.65
165-0060	Maintenance of Temporary Sediment Basin, Tp5, Sta. 59+20 L	Each	1	\$ 250.00	\$ 250.00	\$ 974.19	\$ 974.19	\$ 1,000.00	\$ 1,000.00	\$ 947.00	\$ 947.00	\$ 3,495.27	\$ 3,495.27
165-0101	Maintenance of Construction Exit	Each	8	\$ 400.00	\$ 3,200.00	\$ 490.93	\$ 3,927.44	\$ 600.00	\$ 4,800.00	\$ 599.00	\$ 4,792.00	\$ 866.94	\$ 6,935.52
165-0105	Maintenance of Inlet Sediment Trap	Each	74	\$ 0.01	\$ 0.74	\$ 31.50	\$ 2,331.00	\$ 30.00	\$ 2,220.00	\$ 47.25	\$ 3,496.50	\$ 30.00	\$ 2,220.00
167-1000	Water Quality Sampling	Each	14	\$ 130.00	\$ 1,820.00	\$ 105.00	\$ 1,470.00	\$ 125.00	\$ 1,750.00	\$ 473.00	\$ 6,622.00	\$ 200.00	\$ 2,800.00
167-1500	Water Quality Inspections	Mo	17	\$ 420.00	\$ 7,140.00	\$ 525.00	\$ 8,925.00	\$ 400.00	\$ 6,800.00	\$ 672.00	\$ 11,424.00	\$ 300.00	\$ 5,100.00
171-0030	Temporary Silt Fence, Type C	Lin Ft	53142	\$ 2.25	\$ 119,569.50	\$ 2.27	\$ 120,632.34	\$ 2.16	\$ 114,786.72	\$ 2.65	\$ 140,826.30	\$ 2.16	\$ 114,786.72
207-0203	Type II Backfill	Cu Yd	600	\$ 36.20	\$ 21,720.00	\$ 33.29	\$ 19,974.00	\$ 32.00	\$ 19,200.00	\$ 48.25	\$ 28,950.00	\$ 42.62	\$ 25,572.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST	BID PRICE	COST	BID PRICE	COST	BID PRICE	COST	BID PRICE	COST
210-0100	Grading Complete	Lump	1	\$ 1,679,703.00	\$ 1,679,703.00	\$ 1,941,512.94	\$ 1,941,512.94	\$2,104,700.00	\$2,104,700.00	\$ 2,113,000.00	\$ 2,113,000.00	\$ 2,369,914.81	\$ 2,369,914.81
310-1101	Graded Aggregate Base Course Incl. Material	Ton	23678	\$ 15.35	\$ 363,457.30	\$ 16.41	\$ 388,555.98	\$ 15.30	\$ 362,273.40	\$ 19.25	\$ 455,801.50	\$ 15.26	\$ 361,326.28
318-3000	Aggregate Surface Course	Ton	500	\$ 18.00	\$ 9,000.00	\$ 14.81	\$ 7,405.00	\$ 15.30	\$ 7,650.00	\$ 20.25	\$ 10,125.00	\$ 16.38	\$ 8,190.00
402-1812	Recyc Asph Conc Leveling, Incl. Bitum Matl. & H Lime	Ton	60	\$ 142.32	\$ 8,539.20	\$ 92.00	\$ 5,520.00	\$ 98.00	\$ 5,880.00	\$ 108.00	\$ 6,480.00	\$ 116.37	\$ 6,982.20
402-3130	Recyc Asph Conc 12.5MM Superpave, Gp 2 Only Incl Bitum	Ton	2864	\$ 71.72	\$ 205,406.08	\$ 72.10	\$ 206,494.40	\$ 76.00	\$ 217,664.00	\$ 77.75	\$ 222,676.00	\$ 64.83	\$ 185,673.12
402-3143	Recyc Asph Conc 25MM Superpave, Gp 1 or 2 Incl Bitum	Ton	6710	\$ 62.65	\$ 420,381.50	\$ 63.48	\$ 425,950.80	\$ 66.00	\$ 442,860.00	\$ 69.25	\$ 464,667.50	\$ 56.45	\$ 378,779.50
402-3190	Recyc Asph Conc 19MM Superpave, Gp 1 or 2 Incl Bitum	Ton	3355	\$ 66.28	\$ 222,369.40	\$ 65.33	\$ 219,182.15	\$ 69.00	\$ 231,495.00	\$ 73.50	\$ 246,592.50	\$ 59.99	\$ 201,266.45
413-1000	Bituminous Tack Coat	Gal	6071	\$ 3.01	\$ 18,273.71	\$ 2.75	\$ 16,695.25	\$ 3.00	\$ 18,213.00	\$ 4.30	\$ 26,105.30	\$ 2.92	\$ 17,727.32
433-1100	Reinf Conc Approach Slab, Incl Curb	Sq Yd	280	\$ 125.15	\$ 35,042.00	\$ 127.43	\$ 35,680.40	\$ 175.00	\$ 49,000.00	\$ 177.00	\$ 49,560.00	\$ 131.65	\$ 36,862.00
441-0016	Driveway Concrete, 6"	Sq Yd	854	\$ 26.60	\$ 22,716.40	\$ 30.45	\$ 26,004.30	\$ 29.00	\$ 24,766.00	\$ 28.75	\$ 24,552.50	\$ 33.32	\$ 28,455.28
441-0104	Concrete Sidewalk, 4"	Sq Yd	441	\$ 24.40	\$ 10,760.40	\$ 29.40	\$ 12,965.40	\$ 28.00	\$ 12,348.00	\$ 38.50	\$ 16,978.50	\$ 19.64	\$ 8,661.24
441-0204	Plain Concrete Ditch Paving, 4"	Sq Yd	410	\$ 26.50	\$ 10,865.00	\$ 29.93	\$ 12,271.30	\$ 28.50	\$ 11,685.00	\$ 40.25	\$ 16,502.50	\$ 25.08	\$ 10,282.80
441-0760	Concrete Median, 4"	Sq Yd	270	\$ 58.00	\$ 15,660.00	\$ 69.30	\$ 18,711.00	\$ 66.00	\$ 17,820.00	\$ 34.75	\$ 9,382.50	\$ 42.78	\$ 11,550.60
441-4020	Concrete Valley Gutter, 6"	Sq Yd	15	\$ 28.00	\$ 420.00	\$ 42.00	\$ 630.00	\$ 40.00	\$ 600.00	\$ 29.75	\$ 446.25	\$ 45.14	\$ 677.10
441-6012	Concrete Curb and Gutter 6"x30" Type 2	Lin Ft	8893	\$ 8.95	\$ 79,592.35	\$ 8.61	\$ 76,568.73	\$ 8.20	\$ 72,922.60	\$ 8.55	\$ 76,035.15	\$ 8.99	\$ 79,948.07
441-6720	Concrete Curb and Gutter 6"x30" Type 7	Lin Ft	8331	\$ 8.95	\$ 74,562.45	\$ 8.61	\$ 71,729.91	\$ 8.20	\$ 68,314.20	\$ 8.75	\$ 72,896.25	\$ 9.18	\$ 76,478.58
446-1100	Pvmt Reinforcement Fabric Strips, Tp 2, 18-inch width	Lin Ft	1760	\$ 4.90	\$ 8,624.00	\$ 2.10	\$ 3,696.00	\$ 4.50	\$ 7,920.00	\$ 6.50	\$ 11,440.00	\$ 3.79	\$ 6,670.40
500-3800	Class A Concrete, Incl. Reinforcing Steel	Cu Yd	35	\$ 900.00	\$ 31,500.00	\$ 786.25	\$ 27,518.75	\$ 845.00	\$ 29,575.00	\$ 946.00	\$ 33,110.00	\$ 1,100.00	\$ 38,500.00
500-9999	Class B Concrete, Base or Pvmt Widening	Cu Yd	120	\$ 114.00	\$ 13,680.00	\$ 139.29	\$ 16,714.80	\$ 165.00	\$ 19,800.00	\$ 157.00	\$ 18,840.00	\$ 146.04	\$ 17,524.80
550-1180	Storm Drain Pipe, 18" H 1-10	Lin Ft	2332	\$ 34.19	\$ 79,731.08	\$ 27.88	\$ 65,016.16	\$ 27.20	\$ 63,430.40	\$ 30.25	\$ 70,543.00	\$ 34.64	\$ 80,780.48
550-1181	Storm Drain Pipe, 18" H 10-15	Lin Ft	14	\$ 39.34	\$ 550.76	\$ 29.56	\$ 413.84	\$ 28.80	\$ 403.20	\$ 30.25	\$ 423.50	\$ 124.54	\$ 1,743.56
550-1240	Storm Drain Pipe, 24" H 1-10	Lin Ft	1991	\$ 44.02	\$ 87,643.82	\$ 31.24	\$ 62,198.84	\$ 34.40	\$ 68,490.40	\$ 35.75	\$ 71,178.25	\$ 44.66	\$ 88,918.06
550-1241	Storm Drain Pipe, 24" H 10-15	Lin Ft	288	\$ 48.14	\$ 13,864.32	\$ 38.06	\$ 10,961.28	\$ 35.20	\$ 10,137.60	\$ 35.75	\$ 10,296.00	\$ 47.87	\$ 13,786.56
550-1242	Storm Drain Pipe, 24" H 15-20	Lin Ft	105	\$ 52.27	\$ 5,488.35	\$ 41.48	\$ 4,355.40	\$ 38.65	\$ 4,058.25	\$ 37.25	\$ 3,911.25	\$ 53.04	\$ 5,569.20
550-1301	Storm Drain Pipe, 30" H 10-15	Lin Ft	86	\$ 55.69	\$ 4,789.34	\$ 44.89	\$ 3,860.54	\$ 44.80	\$ 3,852.80	\$ 46.00	\$ 3,956.00	\$ 55.87	\$ 4,804.82
550-1302	Storm Drain Pipe, 30" H 15-20	Lin Ft	169	\$ 59.81	\$ 10,107.99	\$ 49.40	\$ 8,348.60	\$ 48.20	\$ 8,145.80	\$ 48.25	\$ 8,154.25	\$ 52.98	\$ 8,953.62
550-1360	Storm Drain Pipe, 36" H 1-10	Lin Ft	311	\$ 71.08	\$ 22,105.88	\$ 56.18	\$ 17,471.98	\$ 58.50	\$ 18,193.50	\$ 58.75	\$ 18,271.25	\$ 69.75	\$ 21,692.25
550-1361	Storm Drain Pipe, 36" H 10-15	Lin Ft	214	\$ 75.21	\$ 16,094.94	\$ 57.12	\$ 12,223.68	\$ 60.00	\$ 12,840.00	\$ 58.75	\$ 12,572.50	\$ 71.53	\$ 15,307.42
550-1362	Storm Drain Pipe, 36" H 15-20	Lin Ft	460	\$ 79.33	\$ 36,491.80	\$ 58.70	\$ 27,002.00	\$ 64.65	\$ 29,739.00	\$ 61.75	\$ 28,405.00	\$ 66.25	\$ 30,475.00
550-1363	Storm Drain Pipe, 36" H 20-25	Lin Ft	134	\$ 83.45	\$ 11,182.30	\$ 64.00	\$ 8,576.00	\$ 69.60	\$ 9,326.40	\$ 64.50	\$ 8,643.00	\$ 111.42	\$ 14,930.28
550-1547	Storm Drain Pipe, 54" H 40-45	Lin Ft	292	\$ 204.96	\$ 59,848.32	\$ 111.09	\$ 32,438.28	\$ 127.50	\$ 37,230.00	\$ 133.00	\$ 38,836.00	\$ 112.57	\$ 32,870.44
550-3318	Safety End Section, 18" For Storm Drain Pipe	Each	2	\$ 1,960.00	\$ 3,920.00	\$ 562.96	\$ 1,125.92	\$ 1,200.00	\$ 2,400.00	\$ 1,030.00	\$ 2,060.00	\$ 515.17	\$ 1,030.34
550-3336	Safety End Section, 36" For Storm Drain Pipe	Each	1	\$ 4,950.00	\$ 4,950.00	\$ 1,976.36	\$ 1,976.36	\$ 3,000.00	\$ 3,000.00	\$ 3,440.00	\$ 3,440.00	\$ 1,481.36	\$ 1,481.36
573-1006	Unddr Pipe Only, 6"	Lin Ft	3000	\$ 4.00	\$ 12,000.00	\$ 6.41	\$ 19,230.00	\$ 8.00	\$ 24,000.00	\$ 18.00	\$ 54,000.00	\$ 9.64	\$ 28,920.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST								
603-2181	Stone Dumped Rip Rap, Type 3, 18"	Sq Yd	4100	\$ 29.00	\$ 118,900.00	\$ 41.48	\$ 170,068.00	\$ 32.00	\$ 131,200.00	\$ 31.50	\$ 129,150.00	\$ 24.57	\$ 100,737.00
603-7000	Plastic Filter Fabric	Sq Yd	4100	\$ 2.00	\$ 8,200.00	\$ 2.89	\$ 11,849.00	\$ 3.90	\$ 15,990.00	\$ 3.55	\$ 14,555.00	\$ 4.13	\$ 16,933.00
634-1200	Right of Way Markers	Each	57	\$ 150.00	\$ 8,550.00	\$ 110.99	\$ 6,326.43	\$ 105.00	\$ 5,985.00	\$ 101.00	\$ 5,757.00	\$ 100.14	\$ 5,707.98
636-1020	Highway Signs, Type 1 Material, Refl. Sheeting, Type 3	Sq Ft	168	\$ 16.50	\$ 2,772.00	\$ 19.53	\$ 3,281.04	\$ 18.60	\$ 3,124.80	\$ 15.25	\$ 2,562.00	\$ 18.60	\$ 3,124.80
636-2070	Galvanized Steel Posts, Type 7	Lin Ft	372	\$ 7.90	\$ 2,938.80	\$ 6.30	\$ 2,343.60	\$ 6.00	\$ 2,232.00	\$ 8.10	\$ 3,013.20	\$ 6.00	\$ 2,232.00
639-4004	Strain Pole, TP IV	Each	4	\$ 5,052.00	\$ 20,208.00	\$ 5,145.00	\$ 20,580.00	\$ 4,900.00	\$ 19,600.00	\$ 5,300.00	\$ 21,200.00	\$ 4,900.00	\$ 19,600.00
641-1200	Guardrail Type W	Lin Ft	4294	\$ 15.50	\$ 66,557.00	\$ 15.37	\$ 65,998.78	\$ 14.64	\$ 62,864.16	\$ 16.25	\$ 69,777.50	\$ 14.64	\$ 62,864.16
641-1000	Guardrail, Type T	Lin Ft	320	\$ 56.25	\$ 18,000.00	\$ 39.90	\$ 12,768.00	\$ 38.00	\$ 12,160.00	\$ 47.50	\$ 15,200.00	\$ 38.00	\$ 12,160.00
641-5001	Guardrail Anchorage, Type 1	Each	8	\$ 620.00	\$ 4,960.00	\$ 735.00	\$ 5,880.00	\$ 700.00	\$ 5,600.00	\$ 649.00	\$ 5,192.00	\$ 700.00	\$ 5,600.00
641-5012	Guardrail Anchorage, Type 12	Each	8	\$ 1,648.00	\$ 13,184.00	\$ 1,863.75	\$ 14,910.00	\$ 1,775.00	\$ 14,200.00	\$ 1,730.00	\$ 13,840.00	\$ 1,775.00	\$ 14,200.00
643-1452	CH LK Fence, PVC Color Black, 6Ft., 11Ga.	Lin Ft	990	\$ 17.15	\$ 16,978.50	\$ 17.43	\$ 17,255.70	\$ 16.60	\$ 16,434.00	\$ 18.00	\$ 17,820.00	\$ 16.60	\$ 16,434.00
643-8030	Gate, Chain Link, PVC Coated	Each	2	\$ 850.00	\$ 1,700.00	\$ 861.00	\$ 1,722.00	\$ 820.00	\$ 1,640.00	\$ 887.00	\$ 1,774.00	\$ 820.00	\$ 1,640.00
647-1001	Traffic Signal Installation, No. 1 at SR 140	Lump	1	\$ 57,114.00	\$ 57,114.00	\$ 58,170.00	\$ 58,170.00	\$ 55,400.00	\$ 55,400.00	\$ 59,900.00	\$ 59,900.00	\$ 55,400.00	\$ 55,400.00
653-0110	Thermoplastic Pavement Marking, Arrow, Type 1	Each	2	\$ 88.00	\$ 176.00	\$ 78.75	\$ 157.50	\$ 60.00	\$ 120.00	\$ 64.75	\$ 129.50	\$ 60.00	\$ 120.00
653-0120	Thermoplastic Pavement Marking, Arrow, Type 2	Each	28	\$ 83.00	\$ 2,324.00	\$ 94.50	\$ 2,646.00	\$ 60.00	\$ 1,680.00	\$ 64.75	\$ 1,813.00	\$ 60.00	\$ 1,680.00
653-0130	Thermoplastic Pavement Marking, Arrow, Type 3	Each	2	\$ 130.00	\$ 260.00	\$ 157.50	\$ 315.00	\$ 75.00	\$ 150.00	\$ 81.00	\$ 162.00	\$ 75.00	\$ 150.00
653-1501	Thermoplastic Solid Traffic Stripe, 5", White	Lin Ft	14720	\$ 0.53	\$ 7,801.60	\$ 0.42	\$ 6,182.40	\$ 0.35	\$ 5,152.00	\$ 0.38	\$ 5,593.60	\$ 0.35	\$ 5,152.00
653-1502	Thermoplastic Solid Traffic Stripe, 5", Yellow	Lin Ft	13768	\$ 0.53	\$ 7,297.04	\$ 0.42	\$ 5,782.56	\$ 0.35	\$ 4,818.80	\$ 0.38	\$ 5,231.84	\$ 0.35	\$ 4,818.80
653-1704	Thermoplastic Solid Traffic Stripe, 24" White	Lin Ft	171	\$ 4.00	\$ 684.00	\$ 5.25	\$ 897.75	\$ 6.00	\$ 1,026.00	\$ 6.50	\$ 1,111.50	\$ 6.00	\$ 1,026.00
653-1804	Thermoplastic Solid Traffic Stripe, 8" White	Lin Ft	2034	\$ 2.35	\$ 4,779.90	\$ 2.10	\$ 4,271.40	\$ 2.00	\$ 4,068.00	\$ 2.15	\$ 4,373.10	\$ 2.00	\$ 4,068.00
653-3501	Thermoplastic Skip Traffic Stripe, 5" White	Lin Ft	10605	\$ 0.41	\$ 4,348.05	\$ 0.32	\$ 3,393.60	\$ 0.25	\$ 2,651.25	\$ 0.27	\$ 2,863.35	\$ 0.25	\$ 2,651.25
653-6004	Thermoplastic Traffic Striping, White	Sq Yd	380	\$ 4.45	\$ 1,691.00	\$ 3.68	\$ 1,398.40	\$ 3.00	\$ 1,140.00	\$ 3.25	\$ 1,235.00	\$ 3.00	\$ 1,140.00
653-6006	Thermoplastic Traffic Striping, Yellow	Sq Yd	715	\$ 4.45	\$ 3,181.75	\$ 3.68	\$ 2,631.20	\$ 3.00	\$ 2,145.00	\$ 3.25	\$ 2,323.75	\$ 3.00	\$ 2,145.00
654-1003	Raised Pavement Markers, Type 3	Each	322	\$ 5.15	\$ 1,658.30	\$ 5.25	\$ 1,690.50	\$ 4.50	\$ 1,449.00	\$ 4.85	\$ 1,561.70	\$ 4.50	\$ 1,449.00
668-1100	Catch Basin, Group 1	Each	39	\$ 2,240.00	\$ 87,360.00	\$ 2,208.15	\$ 86,117.85	\$ 2,040.00	\$ 79,560.00	\$ 2,240.00	\$ 87,360.00	\$ 2,081.00	\$ 81,159.00
668-1110	Catch Basin, Group 1 Additional Depth	Lin Ft	150	\$ 171.00	\$ 25,650.00	\$ 121.28	\$ 18,192.00	\$ 175.00	\$ 26,250.00	\$ 103.00	\$ 15,450.00	\$ 95.00	\$ 14,250.00
668-2100	Drop Inlet, Group 1	Each	2	\$ 1,540.00	\$ 3,080.00	\$ 1,679.22	\$ 3,358.44	\$ 1,960.00	\$ 3,920.00	\$ 1,190.00	\$ 2,380.00	\$ 1,105.00	\$ 2,210.00
668-4300	Storm Sewer Manhole, Type 1	Each	1	\$ 1,550.00	\$ 1,550.00	\$ 1,640.10	\$ 1,640.10	\$ 2,475.00	\$ 2,475.00	\$ 2,480.00	\$ 2,480.00	\$ 2,302.00	\$ 2,302.00
668-4311	Storm Sewer Manhole, Type 1, Addl. Depth, C11	Lin Ft	5	\$ 171.00	\$ 855.00	\$ 121.28	\$ 606.40	\$ 175.00	\$ 875.00	\$ 147.00	\$ 735.00	\$ 136.00	\$ 680.00
700-6910	Premanent Grassing	Ac	21.3	\$ 516.00	\$ 10,990.80	\$ 525.00	\$ 11,182.50	\$ 500.00	\$ 10,650.00	\$ 541.00	\$ 11,523.30	\$ 500.00	\$ 10,650.00
700-7000	Agricultural Lime	Ton	66	\$ 129.00	\$ 8,514.00	\$ 131.25	\$ 8,662.50	\$ 125.00	\$ 8,250.00	\$ 135.00	\$ 8,910.00	\$ 125.00	\$ 8,250.00
700-7010	Liquid Lime	Gal	33	\$ 26.00	\$ 858.00	\$ 26.25	\$ 866.25	\$ 25.00	\$ 825.00	\$ 27.00	\$ 891.00	\$ 25.00	\$ 825.00
700-8000	Fertilizer Mixed Grade	Ton	52	\$ 413.00	\$ 21,476.00	\$ 420.00	\$ 21,840.00	\$ 400.00	\$ 20,800.00	\$ 432.00	\$ 22,464.00	\$ 400.00	\$ 20,800.00
700-8100	Fertilizer Nitrogen Content	Lbs	1070	\$ 2.60	\$ 2,782.00	\$ 2.63	\$ 2,814.10	\$ 2.50	\$ 2,675.00	\$ 2.70	\$ 2,889.00	\$ 2.50	\$ 2,675.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST								
700-9300	Sed	Sq Yd	305	\$ 4.00	\$ 1,220.00	\$ 4.04	\$ 1,232.20	\$ 3.85	\$ 1,174.25	\$ 4.15	\$ 1,265.75	\$ 3.85	\$ 1,174.25
702-7501	Tree Protection Barrier, Type 1	Lin Ft	1500	\$ 0.80	\$ 1,200.00	\$ 0.79	\$ 1,185.00	\$ 0.75	\$ 1,125.00	\$ 1.60	\$ 2,400.00	\$ 0.75	\$ 1,125.00
716-2000	Erosion Control Mats, Slopes	Sq Yd	38570	\$ 0.77	\$ 29,698.90	\$ 0.79	\$ 30,470.30	\$ 0.75	\$ 28,927.50	\$ 0.81	\$ 31,241.70	\$ 0.75	\$ 28,927.50
-	Detention Pond Outlet Control Structure, Sta. 32+20 R	Lump	1	\$ 7,015.00	\$ 7,015.00	\$ 6,523.39	\$ 6,523.39	\$ 9,240.00	\$ 9,240.00	\$ 6,220.00	\$ 6,220.00	\$ 7,886.00	\$ 7,886.00
-	Detention Pond Outlet Control Structure, Sta. 69+75 L	Lump	1	\$ 9,980.00	\$ 9,980.00	\$ 8,787.19	\$ 8,787.19	\$ 8,600.00	\$ 8,600.00	\$ 9,710.00	\$ 9,710.00	\$ 11,129.00	\$ 11,129.00
	ROADWAY ITEMS TOTAL:				\$ 4,663,893.91		\$ 4,924,546.17		\$ 5,116,574.53		\$ 5,430,504.74		\$ 5,318,945.43
	BRIDGE												
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST								
500-0100	Grooved Concrete	SY	2244	\$ 1.42	\$ 3,186.48	\$ 1.45	\$ 3,253.80	\$ 6.65	\$ 14,922.60	\$ 1.45	\$ 3,253.80	\$ 2.06	\$ 4,622.64
500-1006	Superstr Concrete, CI AA, Br No - 1 Lt (593)	LS	1	\$ 545,687.00	\$ 545,687.00	\$ 555,782.21	\$ 555,782.21	\$ 365,315.00	\$ 365,315.00	\$ 369,900.00	\$ 369,900.00	\$ 344,294.96	\$ 344,294.96
500-1006	Superstr Concrete, CI AA, Br No - 1 Rt (577)	LS	1	\$ 421,852.00	\$ 421,852.00	\$ 429,656.24	\$ 429,656.24	\$ 365,315.00	\$ 365,315.00	\$ 367,800.00	\$ 367,800.00	\$ 344,080.31	\$ 344,080.31
500-2100	Concrete Barrier	LF	701	\$ 28.00	\$ 19,628.00	\$ 28.49	\$ 19,971.49	\$ 26.60	\$ 18,646.60	\$ 36.75	\$ 25,761.75	\$ 27.60	\$ 19,347.60
500-3002	Class AA Concrete	CY	577	\$ 504.25	\$ 290,952.25	\$ 513.57	\$ 296,329.89	\$ 440.00	\$ 253,880.00	\$ 380.00	\$ 219,260.00	\$ 375.30	\$ 216,548.10
507-9030	PSC Beams, AASHTO, Bulb Tee, 54 In, Br No 1 Lt	LF	542	\$ 130.00	\$ 70,460.00	\$ 132.06	\$ 71,576.52	\$ 158.20	\$ 85,744.40	\$ 149.00	\$ 80,758.00	\$ 129.85	\$ 70,378.70
507-9030	PSC Beams, AASHTO, Bulb Tee, 54 In, Br No 1 Rt	LF	542	\$ 130.00	\$ 70,460.00	\$ 132.06	\$ 71,576.52	\$ 158.20	\$ 85,744.40	\$ 149.00	\$ 80,758.00	\$ 129.85	\$ 70,378.70
507-9032	PSC Beams, AASHTO, Bulb Tee, 72 In, Br No 1 Lt	LF	1594	\$ 151.40	\$ 241,331.60	\$ 154.20	\$ 245,794.80	\$ 182.65	\$ 291,144.10	\$ 173.00	\$ 275,762.00	\$ 140.92	\$ 224,626.48
507-9032	PSC Beams, AASHTO, Bulb Tee, 72 In, Br No 1 Rt	LF	1594	\$ 151.40	\$ 241,331.60	\$ 154.20	\$ 245,794.80	\$ 182.65	\$ 291,144.10	\$ 173.00	\$ 275,762.00	\$ 140.92	\$ 224,626.48
511-1000	Bar Reinf Steel	LB	136550	\$ 0.68	\$ 92,854.00	\$ 0.69	\$ 94,219.50	\$ 0.74	\$ 101,047.00	\$ 0.74	\$ 101,047.00	\$ 0.67	\$ 91,488.50
511-3000	Superstr Reinf Steel, Br No - 1 Lt (107052)	LS	1	\$ 83,834.00	\$ 83,834.00	\$ 85,384.88	\$ 85,384.88	\$ 86,250.00	\$ 86,250.00	\$ 79,600.00	\$ 79,600.00	\$ 83,381.32	\$ 83,381.32
511-3000	Superstr Reinf Steel, Br No - 1 Rt (106918)	LS	1	\$ 83,741.00	\$ 83,741.00	\$ 85,289.58	\$ 85,289.58	\$ 86,250.00	\$ 86,250.00	\$ 79,500.00	\$ 79,500.00	\$ 83,276.78	\$ 83,276.78
516-1100	Alum Handrail, Std 3626	LF	700	\$ 61.60	\$ 43,120.00	\$ 62.74	\$ 43,918.00	\$ 60.72	\$ 42,504.00	\$ 63.25	\$ 44,275.00	\$ 58.58	\$ 41,006.00
522-1000	Shoring	LS	1	\$ 1.00	\$ 1.00	\$ 1.05	\$ 1.05	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 0.01	\$ 0.01
522-1001	Shoring	LS	1	\$ 1.00	\$ 1.00	\$ 1.05	\$ 1.05	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 0.01	\$ 0.01
524-0010	Drilled Caisson - 78 In	LF	114	\$ 1,110.00	\$ 126,540.00	\$ 1,130.25	\$ 128,848.50	\$ 1,930.00	\$ 220,020.00	\$ 1,240.00	\$ 141,360.00	\$ 1,696.36	\$ 193,385.04
524-0010	Drilled Caisson - 60 In	LF	200	\$ 645.50	\$ 129,100.00	\$ 657.43	\$ 131,486.00	\$ 980.00	\$ 196,000.00	\$ 774.00	\$ 154,800.00	\$ 828.06	\$ 165,612.00
524-0300	Load Test, Caisson - 78 In	EA	2	\$ 0.01	\$ 0.02	\$ 0.01	\$ 0.02	\$ 1.00	\$ 2.00	\$ 1.00	\$ 2.00	\$ 1.00	\$ 2.00
524-0300	Load Test, Caisson - 60 In	EA	2	\$ 0.01	\$ 0.02	\$ 0.01	\$ 0.02	\$ 1.00	\$ 2.00	\$ 1.00	\$ 2.00	\$ 1.00	\$ 2.00
	BRIDGE ITEMS TOTAL:				\$ 2,464,079.97		\$ 2,508,884.87		\$ 2,503,933.20		\$ 2,299,603.55		\$ 2,177,057.63

WATER MAIN													
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST								
500-3101	Class A Concrete	Cu Yd	16	\$ 155.00	\$ 2,480.00	\$ 183.75	\$ 2,940.00	\$ 175.00	\$ 2,800.00	\$ 189.00	\$ 3,024.00	\$ 137.87	\$ 2,205.92
668-4300	Storm Sewer Manhole, Type 1	Each	2	\$ 1,550.00	\$ 3,100.00	\$ 1,050.00	\$ 2,100.00	\$ 1,000.00	\$ 2,000.00	\$ 1,080.00	\$ 2,160.00	\$ 1,848.62	\$ 3,697.24
670-1120	Water Main, 12 IN	Lin Ft	6143	\$ 49.26	\$ 302,604.18	\$ 40.43	\$ 248,361.49	\$ 38.50	\$ 236,505.50	\$ 41.50	\$ 254,934.50	\$ 49.51	\$ 304,139.93
670-1160	Water Main, 16 IN	Lin Ft	4723	\$ 61.70	\$ 291,409.10	\$ 74.18	\$ 350,352.14	\$ 70.65	\$ 333,679.95	\$ 76.50	\$ 361,309.50	\$ 71.80	\$ 339,111.40
670-1900	Inline Plug	Each	3	\$ 570.00	\$ 1,710.00	\$ 262.50	\$ 787.50	\$ 250.00	\$ 750.00	\$ 270.00	\$ 810.00	\$ 649.08	\$ 1,947.24
670-2003	Air Release Valve Assembly	Each	2	\$ 6,078.00	\$ 12,156.00	\$ 2,310.00	\$ 4,620.00	\$ 2,200.00	\$ 4,400.00	\$ 2,380.00	\$ 4,760.00	\$ 5,378.80	\$ 10,757.60
670-2005	Blow-off Assembly, Complete	Each	2	\$ 3,794.00	\$ 7,588.00	\$ 2,100.00	\$ 4,200.00	\$ 2,000.00	\$ 4,000.00	\$ 2,160.00	\$ 4,320.00	\$ 2,948.53	\$ 5,897.06
670-2080	Gate Valve, 8 IN	Each	7	\$ 2,052.00	\$ 14,364.00	\$ 945.00	\$ 6,615.00	\$ 900.00	\$ 6,300.00	\$ 973.00	\$ 6,811.00	\$ 1,056.64	\$ 7,396.48
670-2120	Gate Valve, 12 IN	Each	9	\$ 2,794.00	\$ 25,146.00	\$ 1,890.00	\$ 17,010.00	\$ 1,800.00	\$ 16,200.00	\$ 1,950.00	\$ 17,550.00	\$ 1,975.41	\$ 17,778.69
670-2160	Gate Valve, 16 IN	Each	8	\$ 5,264.00	\$ 42,112.00	\$ 6,300.00	\$ 50,400.00	\$ 6,000.00	\$ 48,000.00	\$ 6,490.00	\$ 51,920.00	\$ 5,564.97	\$ 44,519.76
670-4000	Fire Hydrant	Each	7	\$ 4,212.00	\$ 29,484.00	\$ 3,360.00	\$ 23,520.00	\$ 3,200.00	\$ 22,400.00	\$ 3,460.00	\$ 24,220.00	\$ 3,099.48	\$ 21,696.36
670-5020	Water Service Line, 2 IN	Lin Ft	606	\$ 26.40	\$ 15,998.40	\$ 18.90	\$ 11,453.40	\$ 18.00	\$ 10,908.00	\$ 19.50	\$ 11,817.00	\$ 31.35	\$ 18,998.10
670-8115	Dbt Strap Saddle, 12 IN X 2 IN	Each	1	\$ 1,691.00	\$ 1,691.00	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 541.00	\$ 541.00	\$ 508.19	\$ 508.19
N/A	Non-Freeze Hose Bibb	Each	1	\$ 310.00	\$ 310.00	\$ 262.50	\$ 262.50	\$ 250.00	\$ 250.00	\$ 270.00	\$ 270.00	\$ 311.96	\$ 311.96
WATER MAIN ITEMS TOTAL:					TOTAL		\$ 750,152.88		\$ 723,147.03		\$ 688,693.45		\$ 744,447.00
PROJECT GRAND TOTAL:							\$ 7,878,126.56		\$ 8,156,578.07		\$ 8,309,201.18		\$ 8,474,555.29
207-2003	Imperfect Trench Backfill Matl, Tp III	CY	200	\$ 34.00	\$ 6,800.00								
					\$ 7,884,926.56								



Cherokee County
Board of Commissioners

Department of Transportation
1130 Bluffs Parkway
Canton, Georgia 30114

Contract Documents

PRC10-S009-00(621), Cherokee County
Commerce Boulevard – Phase 2
Contract Documents

Award Date: July 10, 2012

Contractor: N.J. Wilbanks Contractor, Inc.
P.O. Box 4247
Canton, Georgia 30114

CONSTRUCTION AGREEMENT

This Construction Agreement (the "Agreement") is made and entered into this ____ day of _____, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter referred to as the "County"), and **N.J. WILBANKS CONTRACTOR, INC.**, a Georgia corporation with its principal place of business located at 415 Wilbanks Drive, Ballground, Georgia 30107 (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

WHEREAS, the County issued a Notice to Contractors, dated April 30, 2012, to solicit bids for PRC10-S009-00(621) Cherokee County, Commerce Boulevard - Phase 2, and

WHEREAS, based upon Contractor's timely submission of a bid to construct PRC10-S009-00(621) Cherokee County, Commerce Boulevard - Phase 2, the County has selected Contractor as the successful bidder, and

WHEREAS, Contractor has agreed to perform such work as set forth in this Agreement, according to the terms and conditions provided in this Agreement; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, the County and Contractor, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Contract Documents

The following documents are incorporated herein by reference and constitute the Contract Documents:

- A. This Agreement;
- B. The County's Notice to Contractors and Bid Documents, attached hereto as Exhibit "A";
- C. Responsive Bid Documents from Contractor dated June 6, 2012, attached hereto as Exhibit "B";
- D. Performance Bond and Payment Bond, attached hereto collectively as Exhibit "C";
- E. Noncollusion Affidavit of Prime Bidder, attached hereto as Exhibit "D";
- F. Final Affidavit, attached hereto as Exhibit "E";
- G. Alien Employment affidavits attached hereto as Exhibits "F" and "G";
- H. SAVE Affidavit, attached hereto as Exhibit "H";
- I. Key Personnel, attached hereto as Exhibit "I";
- J. Plans and specifications, attached hereto collectively as Exhibit "J";
- K. Georgia Department of Transportation Contract C38879-12-000-0, attached hereto as Exhibit "K";
- L. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, if properly adopted in writing and executed by the Parties;
- M. Georgia Department of Transportation Standard Specifications, latest edition; and Supplemental Specifications and Special Provisions attached hereto as Exhibit "L"; and
- N. Contract Items Payment Schedule, attached hereto as Exhibit "M".

To the extent that there may be any conflict among the Contract Documents referenced herein, that provision that operates most to the benefit of the County, as determined by the County in its sole discretion, shall govern. There are no Contract Documents other than those documents listed above in this Section 1. The Contract Documents may only be amended, modified, or supplemented as provided herein.

Section 2. Project Description

The Project is defined generally as follows: PRC10-S009-00(621) Cherokee County, Commerce Boulevard - Phase 2; from end of Phase 1 at SR 20 to SR 140, including bridge over Canton Creek; length = 0.904 miles, which Project will extend Commerce Boulevard south, connecting SR 20 to SR. 140.

Section 3. The Work

The Work is specified and indicated in the Contract Documents (the "Work"). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents. The Work includes, but is not limited to, all work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Unless otherwise stated in the Contract Documents, the Work shall include Contractor's provision of materials, labor, expenses, and any other cost or item necessary for completion of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

Section 4. Contract Time

- A. Contractor agrees to complete the Project within 365 calendar days from the date of Notice to Proceed (the "Completion Date"). Every effort will be made by Contractor to shorten this period. If the term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County. Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work.

- B. Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed by the Completion Date, plus any extensions thereof allowed in

accordance with this Agreement. The Owner and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed within the specified time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Owner One Hundred and 00/100 (\$100.00) Dollars for each and every day that expires after the Completion Date, plus any extensions thereof allowed in accordance with this Agreement.

C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended in accordance with this Agreement. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall be **\$7,884,926.56**, except as outlined in Section 6(C) below.
- B. County agrees to pay the Contractor for work performed and costs incurred by Contractor upon certification by the County that the work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the work performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges

budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

- C. The Contractor through each invoice (except for the final invoice) may request payment for no more than ninety percent (90%) of that portion of the Work completed during the term covered by each invoice as agreed upon by the County. The final invoice issued by the Contractor shall include all amounts retained by the County under this paragraph.
- D. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handle through change orders as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. No payments will be made for unauthorized work. Upon the County's certification of Completion of the Project, an invoice should be submitted to Geoffrey E. Morton, P.E., Public Works Agency Director, Cherokee County, 1130 Bluffs Parkway, Canton, Georgia 30114, for approval. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered.

Section 6. Work Changes

- A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Contractor shall proceed with the changed work. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The County Manager has authority to execute without further action of the

Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$10,000.00, must be approved by resolution of the Cherokee County Board of Commissioners.

Section 7. Covenants of Contractor.

A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would be in violation of the Cherokee County Code of Ethics or any other similar law or regulation.

B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures. Contractor must be on the Georgia Department of Transportation Prequalified Bidder List.

D. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals. In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County in writing of such inaccuracies, impropriety, issues or concerns.

F. Contractor's Reliance of Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

G. Contractor's Representative

_____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, and agents (hereinafter referred to as the "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor

agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

The Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses, or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses, or approvals to Cherokee County's Representative within ten (10) days after issuance.

Inasmuch as Cherokee County and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of Cherokee County without the express knowledge and prior written consent of the County.

K. Insurance

(1) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees and subcontractors. All policies shall be subject to approval by the County's Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Board of Commissioners.

(2) Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including

loss of use resulting therefrom.

- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees and agents.
- (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County its officials, employees and agents. Any insurance or self-insurance maintained by the County and its officials, employees and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County

Parties.

- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.

(c) Builder's Risk Insurance.

Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall be endorsed as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by County; and iii) Performance of Work in connection with construction operations insured by the County, by agents or lessees, or other Contractors of the County or Using Agency."

(d) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

(6) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and its officials, employees and agents as additional insureds.

(8) Claims-Made Policies:

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County and its officials, employees and agents shall be named as additional insured and loss payees on all policies required by this Agreement.

(10) Bonds:

The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "E" and with a surety licensed to do business in Georgia and listed in Circular 570 (Federal Register Vol. 62, No. 126)

among companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

L. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Requirements

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "F" and "G" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided as Exhibit "F", and submitted such affidavit to the County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "G", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "G" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at a reasonable time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel

available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached hereto as Exhibit "F".

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Contractor's legal status in the Country *each* time that Contractor obtains a public benefit, including any contract, from the County. Contractor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "H", and submitted such affidavit to the County in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Contractor's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act).

Contractor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

M. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

N. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

O. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County's Representative within ten (10) days after issuance.

Q. Key Personnel

All of the individuals identified in Exhibit "I" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "I", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Contractor ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

T. Meetings

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

Section 8. Covenants of the County

A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

B. County's Representative

Geoffrey E. Morton, P.E., Public Works Agency Director shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

Section 9. Warranty

Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the Date of Completion, at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year from the Date of Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of this one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the work; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

Section 10. Termination

- A. The County may terminate this Agreement for convenience at any time upon written notice to Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination.
- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and, if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project and deduct the cost of completion from the unpaid Contract Price. The County will make no payment to the Contractor or its Surety until all costs of completing the Project

are paid. If the unpaid balance of the amount due the Contractor, according to this agreement, exceeds the cost of finishing the Project, the Contractor or its Surety will receive the applicable funds due. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Miscellaneous

- A. Complete Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding.
- B. Governing Law. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including

any such part, parts or portions which may for any reason be hereafter declared invalid.

E. Notice.

(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between Geoffrey E. Morton, P.E., Public Works Agency Director for the County and _____ for the Contractor.

(2) Official Notices.

All other notices requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective when personally delivered or on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested or upon actual delivery when sent via national overnight commercial carrier to the parties at the addresses given below, unless a substitute address shall first be furnished to the other parties by written notice in accordance herewith:

NOTICE TO COUNTY shall be sent to:

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114
Attention: County Engineer

NOTICE TO CONTRACTOR shall be sent to:

N.J. Wilbanks Contractor, Inc.
P.O. Box 4247
Canton, Georgia 30114
Attention: Chris Wilbanks

Future changes in address shall be effective only upon written notice being given by the County to Contractor or by Contractor to the County Manager via one of the delivery methods described in this Section.

F. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

- G. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.
- H. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- I. Captions and Severability. The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.
- J. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- K. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first above written.

N.J. WILBANKS CONTRACTOR, INC.

By: _____

Its: _____
[AFFIX CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. "Buzz" Ahrens, Jr., Chairman

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

(attached)

EXHIBIT "B"

(attached)

PROPOSAL

Bid Proposal, page 1 of 3

Proposal of N. J. Wilbanks Contractor, Inc. (Hereinafter called "Bidder") a contractor organized and existing under the laws of the State of GA and doing business as N. J. Wilbanks Contractor, Inc.

TO: Cherokee County
(Hereinafter called "County")

COST PROXIMAL: 2W1 010

Gentlemen:

The Bidder in compliance with your Notice to contractors and all Bidding Documents for the PRC10-S009-00(621); Commerce Boulevard Phase 2 Construction contract, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

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, the intent, and completion of the Contract, shall be deemed to have been included in the price bid for the various items scheduled.

Bidder agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

Bidder, if successful, prior to commencement of the work shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule in Special Provision Section 108-08 of the Georgia Department of Transportation Standard Specifications, 2001 Edition.

7

Bidder acknowledges receipt of the following addenda:

1 + 2

The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable hereon shall be forfeited to the County not as a penalty, but as liquidated damages because actual damages would be difficult or impossible to determine; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

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

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

Chris Wilbanks

312 Edwards Brook Lane

Canton, Ga. 30115

Bid Proposal, page 3 of 3

Cherokee County, Georgia

Signed, sealed, and dated this 6th Day of June, 2012.

Bidder: N.J. Wilbanks Contractor, Inc.
(Company Name)

By: Chi Wilbanks

Title: President

Mailing Address: P.O. Box 4247
Canton, Ga. 30114

BID BOND

CHEROKEE COUNTY, GEORGIA

BIDDER (Name and Address):
N. J. Wilbanks Contractor, Inc., P.O. Box 4247, Canton, GA 30114

SURETY (Name and Address of Principal Place of Business):
Westfield Insurance Company, P.O. Box 5001, Westfield Center, OH 44251

OWNER (hereinafter referred to as the "County" (Name and Address):

Cherokee County, Georgia
Purchasing Office
1130 Bluffs Parkway
Canton, Georgia 30114

BID
BID DUE DATE: June 6, 2012
PROJECT (Brief Description Including Location):
PRC10-S009-00(621) Cherokee County, Commerce Boulevard - Phase 2 Construction

BOND
BOND NUMBER: NA
DATE (Not later than Bid due date): June 6, 2012
PENAL SUM: Five Percent of Amount Bid (5%)
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

N. J. Wilbanks Contractor, Inc. (Seal)
Bidder's Name and Corporate Seal
By: [Signature]
Signature and Title: Chris Wilbanks, President

Attest: [Signature]
Signature and Title: SEVIN SHYDER, Witness

SURETY

Westfield Insurance Company (Seal)
Surety's Name and Corporate Seal
By: [Signature]
Signature and Title: Kevin M. Neldert
(Attach Power of Attorney) Attorney in Fact

Attest: [Signature]
Signature and Title: Marie M. Hartley, Witness

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the County; or
 - 3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail,

return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

General
Power
of Attorney

POWER NO. 1011352 14

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
P. D. YATES, JR., P. D. YATES, III, ALAN R. YATES, KEVIN M. HEIDERT, MICHAEL L. ANGEL, KAREN A. MAYNARD, TAMARA HENDRIX, BETSY J. HOLMES, MARIE M. HARTLEY, MICHAEL S. BRICKNER, BRIAN K. HUGHES, EMMETT H. HALL, DANIEL YATES, GARY SPULLER, DANA D. RUTLEDGE, JOINTLY OR SEVERALLY

of ATLANTA and State of GA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship:

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 28th day of SEPTEMBER A.D., 2008

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss:

On this 28th day of SEPTEMBER A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahllein

William J. Kahllein, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Companies at Westfield Center, Ohio, this 6th day of June A.D., 2012



Frank A. Carrino
Frank A. Carrino, Secretary

BPOAC2 (combined) (08-02)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia)
)ss.
County of Cherokee)
Chris Wilbanks, being first
duly sworn, deposes and says that:

(1) He is Officer (Owner, Partner, Officer,
Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached
Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affidavit, has in any way
colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder,
firm or person to submit a collusive or sham Bid in connection with the Contract for
which the attached Bid has been submitted to or refrain from bidding in connection with
such Contract, or has in any collusion or communication or conference with any other
Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder,
or to secure through any collusion, conspiracy, connivance or unlawful agreement any
advantage against Cherokee County or any person interested in the proposed Contract;
and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Bidder or any of its agents, representatives, owners, employees, or parties in interest,
including this affidavit.

(Signed) Chris Wilbanks

Name Chris Wilbanks

Title President

Subscribed and Sworn to before me
this 10th Day of June, 2015
[Signature]


(SEAL)

BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
150-1000	Traffic Control Project	Lump	0.5	0.5	1	67,521.00	67,521.00
161-1000	Erosion Control - Project	Lump	0.9	0.1	1	39,267.00	39,267.00
163-0232	Temporary Grassing	Ac	25	3.3	28.3	310.00	8773.00
163-0240	Mulch	Ton	400	35	435	94.85	41,259.75
163-0300	Construction Exit	Each	2	3	5	2,000.00	10,000.00
163-0520	Construct, Maintain and Remove Temp. Pipe Slope Drain	Lin Ft	1,475		1475	13.00	19,175.00
163-0523	Construct and Remove Temporary Ditch Checks, Type F	Each	320	100	420	42.00	17,640.00
163-0527	Construct and Remove Rip Rap Check Dams (Cd-S)		265		265	175.00	46,375.00
163-0531	Construct Permanent Sediment Basin No. A, Tp1, Sta. 32+20 R	Each	1		1	1,500.00	1,500.00
163-0531	Construct Permanent Sediment Basin No. B, Tp2, Sta. 69+79 L	Each	1		1	1,500.00	1,500.00
163-0531	Construct and Remove Sediment Basin, Tp3, Sta. 46+75 L	Each	1		1	3,000.00	3,000.00
163-0531	Construct and Remove Sediment Basin, Tp4, Sta. 52+50 L	Each	1		1	3,000.00	3,000.00
163-0531	Construct and Remove Sediment Basin, Tp5, Sta. 59+20 L	Each	1		1	3,000.00	3,000.00
163-0540	Construct and Remove Retrofit, Sta. 32+20 R	Each	1		1	900.00	900.00
163-0540	Construct and Remove Retrofit, Sta. 69+79 L	Each	1		1	900.00	900.00
163-0541	Construct Rock Filter Dam	Each	8		8	4,650.00	37,200.00
163-0542	Construct and Remove Stone Filter Ring	Each	5		5	2,000.00	10,000.00
163-0550	Construct and Remove Inlet Sediment Trap	Each	72	2	74	85.00	6,290.00
165-0030	Maintenance of Temporary Silt Fence, Type C	Lin Ft	49,200	7884	57084	0.01	570.84
165-0040	Maintenance of Erosion Control Check Dams / Ditch Checks	Each	585	100	685	0.01	6.85

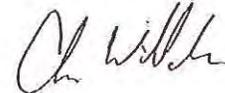
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L. White

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
165-0060	Maintenance of Permanent Sediment Basin No. A, Tp1, Sta. 32+20 R	Each	1		1	3,000.00	3,000.00
165-0060	Maintenance of Permanent Sediment Basin No. B, Tp2, Sta. 69+79 L	Each	1		1	3,000.00	3,000.00
165-0060	Maintenance of Temporary Sediment Basin, Tp3, Sta. 46+75 L	Each	1		1	250.00	250.00
165-0060	Maintenance of Temporary Sediment Basin, Tp4, Sta. 52+50 L	Each	1		1	250.00	250.00
165-0060	Maintenance of Temporary Sediment Basin, Tp5, Sta. 59+20 L	Each	1		1	250.00	250.00
165-0101	Maintenance of Construction Exit	Each	2	6	8	400.00	3,200.00
165-0105	Maintenance of Inlet Sediment Trap	Each	72	2	74	0.01	0.74
167-1000	Water Quality Sampling	Each	12	2	14	130.00	1,820.00
167-1500	Water Quality Inspections	Mo	14	3	17	420.00	7,140.00
171-0030	Temporary Silt Fence, Type C	Lin Ft	49,200	3942	53142	2.25	119,569.50
207-0203	Type II Backfill	Cu Yd	600		600	36.20	21,720.00
210-0100	Grading Complete	Lump	0.9	0.1	1	1,679,703.00	1,679,703.00
310-1101	Graded Aggregate Base Course Incl. Material	Ton	21,422	2256	23678	15.35	363,457.30
318-3000	Aggregate Surface Course	Ton	300	200	500	18.00	9,000.00
402-1812	Recyc Asph Conc Leveling, Incl. Bitum Matl. & H Lime	Ton	0	60	60	142.32	8,539.20 8,539.18 TL
402-3130	Recyc Asph Conc 12.5MM Superpave, Gp 2 Only Incl Bitum	Ton	2,256	608	2864	71.72	205,410.80
402-3143	Recyc Asph Conc 25MM Superpave, Gp 1 or 2 Incl Bitum	Ton	6,010	700	6710	62.65	420,381.50 420,378.01 TL
402-3190	Recyc Asph Conc 19MM Superpave, Gp 1 or 2 Incl Bitum	Ton	3,003	352	3355	66.28	222,363.87 222,369.40 TL
413-1000	Bituminous Tack Coat	Gal	5,213	858	6071	3.01	18,273.71 18,275.59 TL
433-1100	Reinf Conc Approach Slab, Incl Curb	Sq Yd	280		280	125.15	35,042.00
441-0016	Driveway Concrete, 6"	Sq Yd	800	54	854	26.66	22,716.40
441-0104	Concrete Sidewalk, 4"	Sq Yd	257	184	441	24.49	10,760.40

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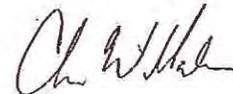

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
441-0204	Plain Concrete Ditch Paving, 4"	Sq Yd	410		410	26.50	10,865.00
441-0760	Concrete Median, 4"	Sq Yd	160	110	270	58.00	15,660.00
441-4020	Concrete Valley Gutter, 6"	Sq Yd	15		15	28.00	420.00
441-6012	Concrete Curb and Gutter 6"x30" Type 2	Lin Ft	8,515	378	8893	8.95	79,592.35
441-6720	Concrete Curb and Gutter 6"x30" Type 7	Lin Ft	8,331		8331	8.95	74,562.45
446-1100	Pvmt Reinforcement Fabric Strips, Tp 2, 18-Inch width	Lin Ft	0	1760	1760	4.90	8,624.00
500-3800	Class A Concrete, Incl. Reinforcing Steel	Cu Yd	35		35	900.00	31,500.00
500-9999	Class B Concrete, Base or Pvmt Widening	Cu Yd		120	120	114.00	13,680.00
550-1180	Storm Drain Pipe, 18" H 1-10	Lin Ft	2,305	27	2332	34.19	79,731.08
550-1181	Storm Drain Pipe, 18" H 10-15	Lin Ft	14		14	39.34	550.76
550-1240	Storm Drain Pipe, 24" H 1-10	Lin Ft	1,991		1991	44.02	87,643.82
550-1241	Storm Drain Pipe, 24" H 10-15	Lin Ft	288		288	48.14	13,864.32
550-1242	Storm Drain Pipe, 24" H 15-20	Lin Ft	105		105	52.27	5,488.35
550-1301	Storm Drain Pipe, 30" H 10-15	Lin Ft	86		86	55.69	4,789.34
550-1302	Storm Drain Pipe, 30" H 15-20	Lin Ft	169		169	59.81	10,107.89
550-1360	Storm Drain Pipe, 36" H 1-10	Lin Ft		311	311	71.08	22,105.88
550-1361	Storm Drain Pipe, 36" H 10-15	Lin Ft	214		214	75.21	16,094.94
550-1362	Storm Drain Pipe, 36" H 15-20	Lin Ft	460		460	79.33	36,491.80
550-1363	Storm Drain Pipe, 36" H 20-25	Lin Ft	134		134	83.45	11,182.30
550-1547	Storm Drain Pipe, 54" H 40-45	Lin Ft	292		292	204.96	59,848.32
550-3318	Safety End Section, 18" For Storm Drain Pipe	Each		2	2	1,960.00	3,920.00
550-3336	Safety End Section, 36" For Storm Drain Pipe	Each		1	1	4,950.00	4,950.00
573-1006	Unddr Pipe Only, 6"	Lin Ft	3,000		3000	4.00	12,000.00

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ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
603-2181	Stone Dumped Rip Rap, Type 3, 18"	Sq Yd	4,100		4100	29.00	118,900.00
603-7000	Plastic Filter Fabric	Sq Yd	4,100		4100	2.00	8,200.00
634-1200	Right of Way Markers	Each	52	5	57	150.00	8,550.00
636-1020	Highway Signs, Type 1 Material, Refl. Sheeting, Type 3	Sq Ft	83	85	168	16.50	2,772.00
636-2070	Galvanized Steel Posts, Type 7	Lin Ft	200	172	372	7.90	2,938.80
639-4004	Strain Pole, TP IV	Each		4	4	5,052.00	20,208.00
641-1200	Guardrail Type W	Lin Ft	4,294		4294	15.50	66,557.00
641-1000	Guardrail, Type T	Lin Ft	320		320	56.25	18,000.00
641-5001	Guardrail Anchorage, Type 1	Each	8		8	620.00	4,960.00
641-5012	Guardrail Anchorage, Type 12	Each	8		8	1,648.00	13,184.00
643-1452	CHLK Fence, PVC Color Black, 6Ft., 11Ga.	Lin Ft	990		990	17.15	16,978.50
643-8030	Gate, Chain Link, PVC Coated	Each	2		2	850.00	1,700.00
647-1001	Traffic Signal Installation, No. 1 at SR 140	Lump		1	1	57,114.00	57,114.00
653-0110	Thermoplastic Pavement Marking, Arrow, Type 1	Each	2	0	2	88.00	176.00
653-0120	Thermoplastic Pavement Marking, Arrow, Type 2	Each	18	10	28	83.00	2,324.00
653-0130	Thermoplastic Pavement Marking, Arrow, Type 3	Each		2	2	130.00	260.00
653-1501	Thermoplastic Solid Traffic Stripe, 5", White	Lin Ft	11,310	3410	14720	0.53	7,801.60
653-1502	Thermoplastic Solid Traffic Stripe, 5", Yellow	Lin Ft	9,990	3778	13768	0.53	7,297.04
653-1704	Thermoplastic Solid Traffic Stripe, 24" White	Lin Ft	120	51	171	4.00	684.00
653-1804	Thermoplastic Solid Traffic Stripe, 8" White	Lin Ft	490	1544	2034	2.35	4,779.90
653-3501	Thermoplastic Skip Traffic Stripe, 5" White	Lin Ft	10,105	500	10605	0.41	4,348.05
653-6004	Thermoplastic Traffic Striping, White	Sq Yd	280	100	380	4.45	1,691.00
653-6006	Thermoplastic Traffic Striping, Yellow	Sq Yd	440	275	715	4.45	3,181.75

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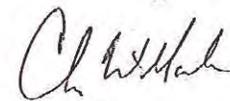


ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
654-1003	Raised Pavement Markers, Type 3	Each	180	142	322	5.15	1,658.30
668-1100	Catch Basin, Group 1	Each	37	2	39	2,240.00	87,360.00
668-1110	Catch Basin, Group 1 Additional Depth	LIn Ft	150		150	171.00	25,650.00
668-2100	Drop Inlet, Group 1	Each	2		2	1,540.00	3,080.00
668-4300	Storm Sewer Manhole, Type 1	Each		1	1	1,550.00	1,550.00
668-4311	Storm Sewer Manhole, Type 1, Addl. Depth, CI1	LIn Ft		5	5	171.00	855.00
700-6910	Permanent Grassing	Ac	18	3.3	21.3	516.00	10,990.80
700-7000	Agricultural Lime	Ton	54	12	66	129.00	8,514.00
700-7010	Liquid Lime	Gal	27	6	33	26.00	858.00
700-8000	Fertilizer Mixed Grade	Ton	17	35	52	413.00	21,476.00
700-8100	Fertilizer Nitrogen Content	Lbs	900	170	1070	2.60	2,782.00
700-9300	Sod	Sq Yd	105	200	305	4.00	1,220.00
702-7501	Tree Protection Barrier, Type 1	LIn Ft	1,500		1500	0.88	1,200.00
716-2000	Erosion Control Mats, Slopes	Sq Yd	33,000	5570	38570	0.77	29,698.90
-	Detention Pond Outlet Control Structure, Sta. 32+20 R	Lump	1		1	7,015.00	7,015.00
-	Detention Pond Outlet Control Structure, Sta. 69+75 L	Lump	1		1	9,980.00	9,980.00
	Bridges				0		
ITEM NO.	ITEM DESCRIPTION	UNIT	LEFT	RIGHT	TOTAL QUANTITY	UNIT COST	AMOUNT
500-0100	Grooved Concrete	SY	1122	1122	2244	1.42	3,186.48
500-1006	Superstr Concrete, CI AA, Br No - 1 Lt (593)	LS	LUMP		LUMP	545,687.00	545,687.00
500-1006	Superstr Concrete, CI AA, Br No - 1 Rt (577)	LS		LUMP	LUMP	421,852.00	421,852.00
500-2100	Concrete Barrier	LF	350	351	701	28.00	19,628.00
500-3002	Class AA Concrete	CY	294	283	577	504.25	290,952.25

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ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
507-9030	PSC Beams, AASHTO, Bulb Tee, 54 In, Br No 1 Lt	LF	542		542	130.00	70,460.00
507-9030	PSC Beams, AASHTO, Bulb Tee, 54 In, Br No 1 Rt	LF		542	542	130.00	70,460.00
507-9032	PSC Beams, AASHTO, Bulb Tee, 72 In, Br No 1 Lt	LF	1594		1594	151.40	241,331.60
507-9032	PSC Beams, AASHTO, Bulb Tee, 72 In, Br No 1 Rt	LF		1594	1594	151.40	241,331.60
511-1000	Bar Reinf Steel	LB	69352	67198	136550	.68	92,854.00
511-3000	Superstr Reinf Steel, Br No - 1 Lt (107052)	LS	LUMP		LUMP	83,834.00	83,834.00
511-3000	Superstr Reinf Steel, Br No - 1 Rt (106918)	LS		LUMP	LUMP	83,741.00	83,741.00
516-1100	Alum Handrail, Std 3626	LF	350	350	700	61.60	43,120.00
522-1000	Shoring	LS	LUMP		LUMP	1.00	1.00
522-1001	Shoring	LS		LUMP	LUMP	1.00	1.00
524-0010	Drilled Caisson - 78 In	LF	58	56	114	1,110.00	126,540.00
524-0010	Drilled Caisson - 60 In	LF	97	103	200	645.50	129,100.00
524-0300	Load Test, Caisson - 78 In	EA	1	1	2	0.01	0.02
524-0300	Load Test, Caisson - 60 In	EA	1	1	2	0.01	0.02
					Roadway & Bridge	SUB-TOTAL	7,127,971.46
ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
	Water Main						
500-3101	Class A Concrete	Cu Yd	16		16	155.00	2,480.00
668-4300	Storm Sewer Manhole, Type 1	Each	2		2	1,550.00	3,100.00
670-1120	Water Main, 12 IN	LIn Ft	6143		6143	49.26	302,604.18

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ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
670-1160	Water Main, 16 IN	Lin Ft	4723		4723	61.70	291,409.10
670-1900	Inlne Plug	Each	3		3	570.00	1,710.00
670-2003	Air Release Valve Assembly	Each	2		2	6,078.00	12,156.00
670-2005	Blow-off Assembly, Complete	Each	2		2	3,794.00	7,588.00
670-2080	Gate Valve, 8 IN	Each	7		7	2,052.00	14,364.00
670-2120	Gate Valve, 12 IN	Each	9		9	2,794.00	25,146.00
670-2160	Gate Valve, 16 IN	Each	8		8	5,264.00	42,112.00
670-4000	Fire Hydrant	Each	7		7	4,212.00	29,484.00
670-5020	Water Service Line, 2 IN	Lin Ft	606		606	26.40	15,998.40
670-8115	Dbl Strap Saddle, 12 IN X 2 IN	Each	1		1	1,691.00	1,691.00
N/A	Non-Freeze Hose Bibb	Each	1		1	310.00	310.00
					Water Main	SUB-TOTAL	750,152.68
							<i>\$ 787,268.14</i>
						GRAND TOTAL	7,878,124.14 <i>th</i>
							ADDENDUM NO. 2
							DATED: June 1, 2012

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Geoff Morton

From: Sean Snyder [Snyder@njwilbanks.com]
Sent: Thursday, June 28, 2012 10:35 AM
To: Geoff Morton
Subject: RE: Commerca Blvd

Geoff,

207-2003 IMPERFECT TRENCH BK FILL MATL, TP III 200 CY \$34.00 CY = \$ 6,800⁰⁰

Thank you,

Sean Snyder
Project Manager
N.J. Wilbanks Contractor, Inc.
770-479-3291 office
770-479-2676 fax
770-365-1423 cell

Handwritten:
\$ 7,878,126.56
+ 6,800.00

\$ 7,884,926.56

Handwritten signature: JMS

From: Geoff Morton [mailto:gmorton@cherokeega.com]
Sent: Wednesday, June 27, 2012 12:32 PM
To: Sean Snyder
Subject: RE: Commerce Blvd

Sounds good.

Thanks

From: Sean Snyder [mailto:SSnyder@njwilbanks.com]
Sent: Wednesday, June 27, 2012 12:05 PM
To: Geoff Morton
Subject: RE: Commerce Blvd

Geoff, I have started looking into it but have not got the final number yet. I will do my best to get it to you by this evening.

Thank you,

Sean Snyder
Project Manager
N.J. Wilbanks Contractor, Inc.
770-479-3291 office
770-479-2676 fax
770-366-1423 cell

From: Geoff Morton [mailto:gmorton@cherokeega.com]
Sent: Wednesday, June 27, 2012 10:57 AM

To: Sean Snyder
Subject: FW: Commerce Blvd

Sean:

Have you been able to get a price for this item yet?

Thanks

Geoff

*Geoffrey F. Morton, PE
County Engineer
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114*

678-493-6077
gmorton@cherokeega.com

From: Geoff Morton
Sent: Monday, June 25, 2012 3:59 PM
To: 'Lynne Day'
Cc: Tommie Gray
Subject: FW: Commerce Blvd

Lynne:

We need a price for the following.

207-2003 IMPERFECT TRENCH BKFILL MATL, TP III 200 CY

This is to be used on the 54" pipe with an H of 40-46. We estimate 158 to 160 CY required but that is an estimate only, so we will call it 200 CY. Please provide us with a cubic yard price for this item.

Thanks,

Geoff Morton

*Geoffrey E. Morton, PE
County Engineer
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114*

678-493-6077
gmorton@cherokeega.com

EXHIBIT "C"

PERFORMANCE BOND

CHEROKEE COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as CONTRACTOR, hereinafter referred to as the "Principal"), and _____ (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto Cherokee County, Georgia (as OWNER, hereinafter referred to as the "County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of Dollars (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated the ____ of _____, 20__ which is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the construction of a project known as _____, (hereinafter referred to as "the PROJECT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the County to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and

agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 20____.

(Name of Principal)

By: _____

Title: _____ (SEAL)

Attest:

Title: _____

Date: _____

(Name of Contractor's Surety)

By: _____

Title: _____ (SEAL)

Attest:

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "C"

PAYMENT BOND

CHEROKEE COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT
(as CONTRACTOR, hereinafter referred to as the "Principal"), and _____
(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are
held and firmly bound unto Cherokee County, Georgia (as OWNER, hereinafter referred to as
the "County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of
Dollars (\$_____), lawful money of the United States of America, for the payment of
which the Principal and the Contractor's Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written
agreement with the County, dated _____, which is incorporated herein by reference
in its entirety (hereinafter referred to as the "CONTRACT"), for the construction of a project
known as _____, (hereinafter referred to as "the
PROJECT").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall
promptly make payment to any Claimant, as hereinafter defined, for all labor, services and
materials used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership,
corporation or other entity furnishing labor, services or materials used or reasonably required for

use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this ____ day of _____, 20____.

(Name of Principal)

By: _____

Title: _____(SEAL)

Attest:

Title: _____

Date: _____

(Signatures Continued on the Following Page)

(Name of Contractor's Surety)

By: _____

Title: _____ (SEAL)

Attest:

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "D"

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA

COUNTY OF CHEROKEE

_____, being first duly sworn, deposes and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting their preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid, including but not limited to O.C.G.A. § 36-91-21(d).

(Signed)

Subscribed and Sworn to before me
(Name)

this _____ day of _____, 20_____.

Title _____

My Commission Expires _____
Date

(SEAL)

EXHIBIT "E"
FINAL AFFIDAVIT

TO CHEROKEE COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of his subcontractors in connection with the construction of _____ at Cherokee County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Cherokee County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 20____, _____, who under oath deposes and says that he is _____ of the firm of _____ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

EXHIBIT "F"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 Cherokee County 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 agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "D" Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 201__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS _____ DAY OF _____,
201__.

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "G"

STATE OF GEORGIA

COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with _____ (name of contractor) on behalf of Cherokee County 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name and Title of Authorized Officer or
Agent

Name of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

Name of Project

Notary Public

Name of Public Employer

[NOTARY SEAL]

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

My Commission Expires:

Executed on _____, _____, 201__
in _____ (city), _____ (state).

EXHIBIT "H"

STATE OF GEORGIA

COUNTY OF CHEROKEE

SAVE Affidavit

By executing this affidavit under oath, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

EXHIBIT "J"

(attached)

EXHIBIT "K"

(attached)

EXHIBIT "L"

(attached)

EXHIBIT "M"

(attached)

CONTRACT ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
150-1000	Traffic Control Project	Lump	0.5	0.5	1	\$ 67,521.00	\$ 67,521.00
161-1000	Erosion Control - Project	Lump	0.9	0.1	1	\$ 39,267.00	\$ 39,267.00
163-0232	Temporary Grassing	Ac	25	3.3	28.3	\$ 310.00	\$ 8,773.00
163-0240	Mulch	Ton	400	35	435	\$ 94.85	\$ 41,259.75
163-0300	Construction Exit	Each	2	3	5	\$ 2,000.00	\$ 10,000.00
163-0520	Construct, Maintain and Remove Temp. Pipe Slope Drain	Lin Ft	1,475		1475	\$ 13.00	\$ 19,175.00
163-0523	Construct and Remove Temporary Ditch Checks, Type F	Each	320	100	420	\$ 42.00	\$ 17,640.00
163-0527	Construct and Remove Rip Rap Check Dams (Cd-S)		265		265	\$ 175.00	\$ 46,375.00
163-0531	Construct Permanent Sediment Basin No. A, Tp1, Sta. 32+20 R	Each	1		1	\$ 1,500.00	\$ 1,500.00
163-0531	Construct Permanent Sediment Basin No. B, Tp2, Sta. 69+79 L	Each	1		1	\$ 1,500.00	\$ 1,500.00
163-0531	Construct and Remove Sediment Basin, Tp3, Sta. 46+75 L	Each	1		1	\$ 3,000.00	\$ 3,000.00
163-0531	Construct and Remove Sediment Basin, Tp4, Sta. 52+50 L	Each	1		1	\$ 3,000.00	\$ 3,000.00
163-0531	Construct and Remove Sediment Basin, Tp5, Sta. 59+20 L	Each	1		1	\$ 3,000.00	\$ 3,000.00
163-0540	Construct and Remove Retrofit, Sta. 32+20 R	Each	1		1	\$ 900.00	\$ 900.00
163-0540	Construct and Remove Retrofit, Sta. 69+79 L	Each	1		1	\$ 900.00	\$ 900.00
163-0541	Construct Rock Filter Dam	Each	8		8	\$ 4,650.00	\$ 37,200.00
163-0542	Construct and Remove Stone Filter Ring	Each	5		5	\$ 2,000.00	\$ 10,000.00
163-0550	Construct and Remove Inlet Sediment Trap	Each	72	2	74	\$ 85.00	\$ 6,290.00
165-0030	Maintenance of Temporary Silt Fence, Type C	Lin Ft	49,200	7884	57084	\$ 0.01	\$ 570.84
165-0040	Maintenance of Erosion Control Check Dams / Ditch Checks	Each	585	100	685	\$ 0.01	\$ 6.85

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
165-0060	Maintenance of Permanent Sediment Basin No. A, Tp1, Sta. 32+20 R	Each	1		1	\$ 3,000.00	\$ 3,000.00
165-0060	Maintenance of Permanent Sediment Basin No. B, Tp2, Sta. 69+79 L	Each	1		1	\$ 3,000.00	\$ 3,000.00
165-0060	Maintenance of Temporary Sediment Basin, Tp3, Sta. 46+75 L	Each	1		1	\$ 250.00	\$ 250.00
165-0060	Maintenance of Temporary Sediment Basin, Tp4, Sta. 52+50 L	Each	1		1	\$ 250.00	\$ 250.00
165-0060	Maintenance of Temporary Sediment Basin, Tp5, Sta. 59+20 L	Each	1		1	\$ 250.00	\$ 250.00
165-0101	Maintenance of Construction Exit	Each	2	6	8	\$ 400.00	\$ 3,200.00
165-0105	Maintenance of Inlet Sediment Trap	Each	72	2	74	\$ 0.01	\$ 0.74
167-1000	Water Quality Sampling	Each	12	2	14	\$ 130.00	\$ 1,820.00
167-1500	Water Quality Inspections	Mo	14	3	17	\$ 420.00	\$ 7,140.00
171-0030	Temporary Silt Fence, Type C	Lin Ft	49,200	3942	53142	\$ 2.25	\$ 119,569.50
207-0203	Type II Backfill	Cu Yd	600		600	\$ 36.20	\$ 21,720.00
210-0100	Grading Complete	Lump	0.9	0.1	1	\$ 1,679,703.00	\$ 1,679,703.00
310-1101	Graded Aggregate Base Course Incl. Material	Ton	21,422	2256	23678	\$ 15.35	\$ 363,457.30
318-3000	Aggregate Surface Course	Ton	300	200	500	\$ 18.00	\$ 9,000.00
402-1812	Recyc Asph Conc Leveling, Incl. Bitum Matl. & H Lime	Ton	0	60	60	\$ 142.32	\$ 8,539.20
402-3130	Recyc Asph Conc 12.5MM Superpave, Gp 2 Only Incl Bitum	Ton	2,256	608	2864	\$ 71.72	\$ 205,406.08
402-3143	Recyc Asph Conc 25MM Superpave, Gp 1 or 2 Incl Bitum	Ton	6,010	700	6710	\$ 62.65	\$ 420,381.50
402-3190	Recyc Asph Conc 19MM Superpave, Gp 1 or 2 Incl Bitum	Ton	3,003	352	3355	\$ 66.28	\$ 222,369.40
413-1000	Bituminous Tack Coat	Gal	5,213	858	6071	\$ 3.01	\$ 18,273.71
433-1100	Reinf Conc Approach Slab, Incl Curb	Sq Yd	280		280	\$ 125.15	\$ 35,042.00
441-0016	Driveway Concrete, 6"	Sq Yd	800	54	854	\$ 26.60	\$ 22,716.40
441-0104	Concrete Sidewalk, 4"	Sq Yd	257	184	441	\$ 24.40	\$ 10,760.40

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
441-0204	Plain Concrete Ditch Paving, 4"	Sq Yd	410		410	\$ 26.50	\$ 10,865.00
441-0760	Concrete Median, 4"	Sq Yd	160	110	270	\$ 58.00	\$ 15,660.00
441-4020	Concrete Valley Gutter, 6"	Sq Yd	15		15	\$ 28.00	\$ 420.00
441-6012	Concrete Curb and Gutter 6"x30" Type 2	Lin Ft	8,515	378	8893	\$ 8.95	\$ 79,592.35
441-6720	Concrete Curb and Gutter 6"x30" Type 7	Lin Ft	8,331		8331	\$ 8.95	\$ 74,562.45
446-1100	Pvmt Reinforcement Fabric Strips, Tp 2, 18-inch width	Lin Ft	0	1760	1760	\$ 4.90	\$ 8,624.00
500-3800	Class A Concrete, Incl. Reinforcing Steel	Cu Yd	35		35	\$ 900.00	\$ 31,500.00
500-9999	Class B Concrete, Base or Pvmt Widening	Cu Yd		120	120	\$ 114.00	\$ 13,680.00
550-1180	Storm Drain Pipe, 18" H 1-10	Lin Ft	2,305	27	2332	\$ 34.19	\$ 79,731.08
550-1181	Storm Drain Pipe, 18" H 10-15	Lin Ft	14		14	\$ 39.34	\$ 550.76
550-1240	Storm Drain Pipe, 24" H 1-10	Lin Ft	1,991		1991	\$ 44.02	\$ 87,643.82
550-1241	Storm Drain Pipe, 24" H 10-15	Lin Ft	288		288	\$ 48.14	\$ 13,864.32
550-1242	Storm Drain Pipe, 24" H 15-20	Lin Ft	105		105	\$ 52.27	\$ 5,488.35
550-1301	Storm Drain Pipe, 30" H 10-15	Lin Ft	86		86	\$ 55.69	\$ 4,789.34
550-1302	Storm Drain Pipe, 30" H 15-20	Lin Ft	169		169	\$ 59.81	\$ 10,107.89
550-1360	Storm Drain Pipe, 36" H 1-10	Lin Ft		311	311	\$ 71.08	\$ 22,105.88
550-1361	Storm Drain Pipe, 36" H 10-15	Lin Ft	214		214	\$ 75.21	\$ 16,094.94
550-1362	Storm Drain Pipe, 36" H 15-20	Lin Ft	460		460	\$ 79.33	\$ 36,491.80
550-1363	Storm Drain Pipe, 36" H 20-25	Lin Ft	134		134	\$ 83.45	\$ 11,182.30
550-1547	Storm Drain Pipe, 54" H 40-45	Lin Ft	292		292	\$ 204.96	\$ 59,848.32
550-3318	Safety End Section, 18" For Storm Drain Pipe	Each		2	2	\$ 1,960.00	\$ 3,920.00
550-3336	Safety End Section, 36" For Storm Drain Pipe	Each		1	1	\$ 4,950.00	\$ 4,950.00

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
573-1006	Unddr Pipe Only, 6"	Lin Ft	3,000		3000	\$ 4.00	\$ 12,000.00
603-2181	Stone Dumped Rip Rap, Type 3, 18"	Sq Yd	4,100		4100	\$ 29.00	\$ 118,900.00
603-7000	Plastic Filter Fabric	Sq Yd	4,100		4100	\$ 2.00	\$ 8,200.00
634-1200	Right of Way Markers	Each	52	5	57	\$ 150.00	\$ 8,550.00
636-1020	Highway Signs, Type 1 Material, Refl. Sheeting, Type 3	Sq Ft	83	85	168	\$ 16.50	\$ 2,772.00
636-2070	Galvanized Steel Posts, Type 7	Lin Ft	200	172	372	\$ 7.90	\$ 2,938.80
639-4004	Strain Pole, TP IV	Each		4	4	\$ 5,052.00	\$ 20,208.00
641-1200	Guardrail Type W	Lin Ft	4,294		4294	\$ 15.50	\$ 66,557.00
641-1000	Guardrail, Type T	Lin Ft	320		320	\$ 56.25	\$ 18,000.00
641-5001	Guardrail Anchorage, Type 1	Each	8		8	\$ 620.00	\$ 4,960.00
641-5012	Guardrail Anchorage, Type 12	Each	8		8	\$ 1,648.00	\$ 13,184.00
643-1452	CH LK Fence, PVC Color Black, 6Ft., 11Ga.	Lin Ft	990		990	\$ 17.15	\$ 16,978.50
643-8030	Gate, Chain Link, PVC Coated	Each	2		2	\$ 850.00	\$ 1,700.00
647-1001	Traffic Signal Installation, No. 1 at SR 140	Lump		1	1	\$ 57,114.00	\$ 57,114.00
653-0110	Thermoplastic Pavement Marking, Arrow, Type 1	Each	2	0	2	\$ 88.00	\$ 176.00
653-0120	Thermoplastic Pavement Marking, Arrow, Type 2	Each	18	10	28	\$ 83.00	\$ 2,324.00
653-0130	Thermoplastic Pavement Marking, Arrow, Type 3	Each		2	2	\$ 130.00	\$ 260.00
653-1501	Thermoplastic Solid Traffic Stripe, 5", White	Lin Ft	11,310	3410	14720	\$ 0.53	\$ 7,801.60
653-1502	Thermoplastic Solid Traffic Stripe, 5", Yellow	Lin Ft	9,990	3778	13768	\$ 0.53	\$ 7,297.04
653-1704	Thermoplastic Solid Traffic Stripe, 24" White	Lin Ft	120	51	171	\$ 4.00	\$ 684.00
653-1804	Thermoplastic Solid Traffic Stripe, 8" White	Lin Ft	490	1544	2034	\$ 2.35	\$ 4,779.90
653-3501	Thermoplastic Skip Traffic Stripe, 5" White	Lin Ft	10,105	500	10605	\$ 0.41	\$ 4,348.05

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
653-6004	Thermoplastic Traffic Striping, White	Sq Yd	280	100	380	\$ 4.45	\$ 1,691.00
653-6006	Thermoplastic Traffic Striping, Yellow	Sq Yd	440	275	715	\$ 4.45	\$ 3,181.75
654-1003	Raised Pavement Markers, Type 3	Each	180	142	322	\$ 5.15	\$ 1,658.30
668-1100	Catch Basin, Group 1	Each	37	2	39	\$ 2,240.00	\$ 87,360.00
668-1110	Catch Basin, Group 1 Additional Depth	Lin Ft	150		150	\$ 171.00	\$ 25,650.00
668-2100	Drop Inlet, Group 1	Each	2		2	\$ 1,540.00	\$ 3,080.00
668-4300	Storm Sewer Manhole, Type 1	Each		1	1	\$ 1,550.00	\$ 1,550.00
668-4311	Storm Sewer Manhole, Type 1, Addl. Depth, CI1	Lin Ft		5	5	\$ 171.00	\$ 855.00
700-6910	Premanent Grassing	Ac	18	3.3	21.3	\$ 516.00	\$ 10,990.80
700-7000	Agricultural Lime	Ton	54	12	66	\$ 129.00	\$ 8,514.00
700-7010	Liquid Lime	Gal	27	6	33	\$ 26.00	\$ 858.00
700-8000	Fertilizer Mixed Grade	Ton	17	35	52	\$ 413.00	\$ 21,476.00
700-8100	Fertilizer Nitrogen Content	Lbs	900	170	1070	\$ 2.60	\$ 2,782.00
700-9300	Sod	Sq Yd	105	200	305	\$ 4.00	\$ 1,220.00
702-7501	Tree Protection Barrier, Type 1	Lin Ft	1,500		1500	\$ 0.80	\$ 1,200.00
716-2000	Erosion Control Mats, Slopes	Sq Yd	33,000	5570	38570	\$ 0.77	\$ 29,698.90
-	Detention Pond Outlet Control Structure, Sta. 32+20 R	Lump	1		1	\$ 7,015.00	\$ 7,015.00
-	Detention Pond Outlet Control Structure, Sta. 69+75 L	Lump	1		1	\$ 9,980.00	\$ 9,980.00
					Roadway	Sub-Total	\$ 4,663,893.91
	Bridges						
ITEM NO.	ITEM DESCRIPTION	UNIT	LEFT	RIGHT	TOTAL QUANTITY	UNIT COST	AMOUNT
500-0100	Grooved Concrete	SY	1122	1122	2244	\$ 1.42	\$ 3,186.48

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
500-1006	Superstr Concrete, CI AA, Br No - 1 Lt (593)	LS	LUMP		LUMP	\$ 545,687.00	\$ 545,687.00
500-1006	Superstr Concrete, CI AA, Br No - 1 Rt (577)	LS		LUMP	LUMP	\$ 421,852.00	\$ 421,852.00
500-2100	Concrete Barrier	LF	350	351	701	\$ 28.00	\$ 19,628.00
500-3002	Class AA Concrete	CY	294	283	577	\$ 504.25	\$ 290,952.25
507-9030	PSC Beams, AASHTO, Bulb Tee, 54 In, Br No 1 Lt	LF	542		542	\$ 130.00	\$ 70,460.00
507-9030	PSC Beams, AASHTO, Bulb Tee, 54 In, Br No 1 Rt	LF		542	542	\$ 130.00	\$ 70,460.00
507-9032	PSC Beams, AASHTO, Bulb Tee, 72 In, Br No 1 Lt	LF	1594		1594	\$ 151.40	\$ 241,331.60
507-9032	PSC Beams, AASHTO, Bulb Tee, 72 In, Br No 1 Rt	LF		1594	1594	\$ 151.40	\$ 241,331.60
511-1000	Bar Reinf Steel	LB	69352	67198	136550	\$ 0.68	\$ 92,854.00
511-3000	Superstr Reinf Steel, Br No - 1 Lt (107052)	LS	LUMP		LUMP	\$ 83,834.00	\$ 83,834.00
511-3000	Superstr Reinf Steel, Br No - 1 Rt (106918)	LS		LUMP	LUMP	\$ 83,741.00	\$ 83,741.00
516-1100	Alum Handrail, Std 3626	LF	350	350	700	\$ 61.60	\$ 43,120.00
522-1000	Shoring	LS	LUMP		LUMP	\$ 1.00	\$ 1.00
522-1001	Shoring	LS		LUMP	LUMP	\$ 1.00	\$ 1.00
524-0010	Drilled Caisson - 78 In	LF	58	56	114	\$ 1,110.00	\$ 126,540.00
524-0010	Drilled Caisson - 60 In	LF	97	103	200	\$ 645.50	\$ 129,100.00
524-0300	Load Test, Caisson - 78 In	EA	1	1	2	\$ 0.01	\$ 0.02
524-0300	Load Test, Caisson - 60 In	EA	1	1	2	\$ 0.01	\$ 0.02
					Bridge	Sub-Total	\$ 2,464,079.97
	Water Main						
500-3101	Class A Concrete	Cu Yd	16		16	\$ 155.00	\$ 2,480.00

ITEM NO.	ITEM DESCRIPTION	UNIT	Commerce Blvd Ph 2	SR 140 Intersection	TOTAL QUANTITY	UNIT COST	AMOUNT
668-4300	Storm Sewer Manhole, Type 1	Each	2		2	\$ 1,550.00	\$ 3,100.00
670-1120	Water Main, 12 IN	Lin Ft	6143		6143	\$ 49.26	\$ 302,604.18
670-1160	Water Main, 16 IN	Lin Ft	4723		4723	\$ 61.70	\$ 291,409.10
670-1900	Inline Plug	Each	3		3	\$ 570.00	\$ 1,710.00
670-2003	Air Release Valve Assembly	Each	2		2	\$ 6,078.00	\$ 12,156.00
670-2005	Blow-off Assembly, Complete	Each	2		2	\$ 3,794.00	\$ 7,588.00
670-2080	Gate Valve, 8 IN	Each	7		7	\$ 2,052.00	\$ 14,364.00
670-2120	Gate Valve, 12 IN	Each	9		9	\$ 2,794.00	\$ 25,146.00
670-2160	Gate Valve, 16 IN	Each	8		8	\$ 5,264.00	\$ 42,112.00
670-4000	Fire Hydrant	Each	7		7	\$ 4,212.00	\$ 29,484.00
670-5020	Water Service Line, 2 IN	Lin Ft	606		606	\$ 26.40	\$ 15,998.40
670-8115	Dbl Strap Saddle, 12 IN X 2 IN	Each	1		1	\$ 1,691.00	\$ 1,691.00
N/A	Non-Freeze Hose Bibb	Each	1		1	\$ 310.00	\$ 310.00
					Water Main	Sub-Total	\$ 750,152.68
207-2003	Imperfect Trench Backfill Matl, Tp III	CY	200		200	34.00	\$6,800.00
						Grand Total	\$ 7,884,926.56

Cherokee County, Georgia Agenda Request

Agenda No.

2.4

SUBJECT: Memorandum of Agreement
With Northside Hospital
For Commerce Boulevard – Phase 2

MEETING DATE: July 10, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider a Memorandum of Agreement between Cherokee County and Northside Hospital for the Commerce Boulevard – Phase 2 project in the amount of \$2,200,000.00.

FACTS AND ISSUES

This project includes construction of Commerce Boulevard – Phase 2, which will run between SR 20 and SR 140, parallel to and along the east side of I-575. The total length of roadway is 1.40 miles. Approximately 0.50 miles of roadway was constructed in 2008. Phase 2 of the proposed project continues Commerce Boulevard south, across Canton Creek, to intersect with SR 140; a distance of 0.90 miles.

Commerce Boulevard will provide access to Northside Hospital's Cherokee County campus. The hospital is proposing an initial investment of \$250 million with an 84 bed hospital and a 130,000 square foot Medical Office Building/Cancer Center that is expected to begin construction later this year and will employ 300-400 employees. At ultimate build-out, the hospital's investment will total approximately \$400 million with 350 beds that will employ approximately 1,500 employees.

Per the attached Agreement, Northside Hospital will contribute \$2,200,000.00 towards the construction cost of this project.

Northside Hospital also funded the project's design costs and donated approximately 12.27 acres of permanent right-of-way and 5.39 acres of permanent drainage easement for this project.

BUDGET:

Budgeted Amount:	\$7,900,000.00	Account Name: Commerce Boulevard
Amount Encumbered:	\$ 0.00	Account #: 53068
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 0.00	
Remaining Budget	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

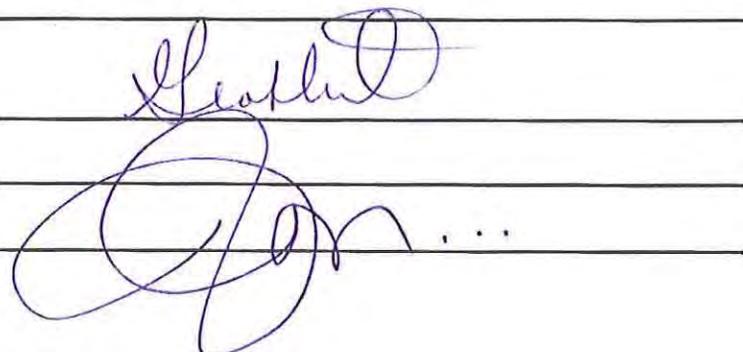
Approval of a Memorandum of Agreement between Cherokee County and Northside Hospital for the Commerce Boulevard – Phase 2 project in the amount of \$2,200,000.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



MEMORANDUM OF AGREEMENT

Between Cherokee County and Northside Hospital, Inc. for Commerce Boulevard Design, Permitting and Construction – Phase 2

THIS MEMORANDUM OF AGREEMENT (this “MOA”) entered into by Northside Hospital, Inc., a Georgia nonprofit corporation (“Northside”) and Cherokee County, a political subdivision of the State of Georgia, (the “County”).

WITNESSETH

WHEREAS, the County and the City of Canton (the “City”) entered into a Memorandum of Agreement dated September 15, 2011 (a copy of which has been provided to Northside), pursuant to which the City and the County agreed that the County would undertake the construction and completion of a segment of Commerce Boulevard from Station 23+36.02 to Station 72+52.04 including, without limitation, a bridge spanning a creek, and related improvements at the intersection of Commerce Boulevard and SR 140 from Station 4+50 to Station 17+75.98 (the “Project”); and

WHEREAS, the Project will provide access to the Northside Hospital Cherokee Campus which will benefit the County, the City, Northside, and the surrounding communities; and

WHEREAS, the Georgia Department of Transportation (“GDOT”) has committed to fund a portion of the construction costs of the Project in the amount of \$4,300,000.00, which funds have been designated by GDOT for the Project (the “GDOT Funds”); and

WHEREAS, Northside has agreed to pay a portion of the construction costs for the Project in the amount of \$2,200,000.00 (the “Northside Funds”); and

WHEREAS, the County possesses the staff necessary to coordinate the design, design review, permitting, right-of-way certification, contract administration, and construction management for a project of this magnitude and has previously passed a resolution authorizing the use of County funds in the amount of \$1,400,000.00 for the Project.

NOW, THEREFORE, in consideration of the premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by Northside and the County as follows (the "County" and "Northside" shall sometimes be referred to individually as a "Party" and collectively referred to herein as the "Parties"):

1.

CONSTRUCTION CONTRACTS

The Parties hereby agree that the County shall enter into a construction contract (the "Construction Contract") for the Project in the amount of \$7,900,000.00 with a reputable construction company (the "General Contractor") to be selected by the County upon completion of the formal County competitive bid process. The County shall enter into a separate contract with GDOT setting forth the obligations and performance milestones for the GDOT Funds (the "GDOT Contract") through a draw application and GDOT approval process. Upon execution of the Construction Contract and the GDOT Contract, the County shall provide Northside with executed copies of each contract.

2.

FUNDING, ESCROW ACCOUNT AND REIMBURSEMENT

The Parties agree that all costs and expenses of the Project shall be paid by the County, subject to the Project funding obligations of GDOT pursuant to the GDOT Contract and Northside pursuant to this MOA. The Parties agree that prior to commencement of construction, the County shall establish an escrow account (the "Construction Escrow Account") at a reputable banking institution of the County's choosing which will act as escrow agent (the "Escrow Agent") into which Northside shall deposit the Northside Funds no later than August 1, 2012. The Northside Funds shall be disbursed from the Construction Escrow Account in accordance with the terms and conditions contained herein. Prior to commencing

distributions from the Construction Escrow Account, the County shall provide Northside with a copy of the construction budget, a construction schedule, cash flow requirements, the executed Construction Contract, and the GDOT Contract, to the extent the foregoing have not previously been provided to Northside. Draws from the Construction Escrow Account will be made by submission by the County to the Escrow Agent of "Draw Requests," each of which shall include a copy of the related draw application that the General Contractor submits to the County, with a concurrent copy of each to Northside. Funds disbursed from the Construction Escrow Account shall be based on a Draw Request for actual costs incurred and/or work performed as of that date, and not for future costs for work which has not yet been performed. Within five (5) business days of receipt of a Draw Request, the Escrow Agent will disburse funds from the Construction Escrow Account to pay the Draw Request. The following conditions and provisions shall apply to the funding of each Draw Request:

- a) All statements made in the Draw Request shall be correct and complete in all material respects as of the date of the disbursement by the Escrow Agent.
- b) Funds disbursed to pay or reimburse a Draw Request will only be used to pay or reimburse for construction costs for which no prior disbursement was made or received.
- c) The Draw Request must include: (a) invoices from the General Contractor and subcontractors to be paid from such Draw Request; and (b) conditional lien waivers (and/or final lien waivers, as applicable), in compliance with Georgia law, from mechanics and materialmen that will receive a portion of the disbursement, as to their portion of the construction work that will be paid thereby.

The Parties agree that Northside, the County and GDOT shall fund each Draw Request pro rata and proportional to their respective and applicable funding obligations as described in this MOA.

3.

TERM; TERMINATION

The term of this MOA shall commence as of the date below and shall continue until the later to occur of: (a) termination and closure of the Construction Escrow Account after all Project Funds have been paid and/or disbursed, or (b) the completion of the Project.

4.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this MOA shall not be assigned, transferred, or pledged by either Party unless mutually agreed to in writing prior to any such transfer.

5.

NOTICES

All notices required herein shall be in writing and delivered to each Party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

Northside Hospital, Inc.:

Northside Hospital, Inc.
1000 Johnson Ferry Road, N.E.
Atlanta, Georgia 30342
Attention: Property Management

with a copy to:

McKenna Long & Aldridge LLP
Suite 5300
303 Peachtree Street, N.E.
Atlanta, Georgia 30308
Attention: Joann G. Jones, Esq.

Cherokee County:

Attn: Jerry W. Cooper, County Manager
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

6.

ENTIRE AGREEMENT

This MOA supersedes all prior negotiations, discussions, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect to the Project; no member, officer, employee, representative or agent of any party has authority to make, or has made, any statement, agreement, representation or

contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this MOA. No modification of or amendment to this MOA shall be binding on any Party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Parties.

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each individual executing this MOA agrees and represents that he or she is authorized to execute this MOA on behalf of the respective party. Accordingly, each Party both waives and releases any right to contest the enforceability of this MOA based upon the execution, authority and/or approval thereof.

8.

NO THIRD PARTY RIGHTS

This MOA shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

9.

GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this MOA. No failure of either Party hereto to exercise any right or power granted under this MOA, or to insist upon strict compliance by the other Party with this MOA, and no custom or practice of either Party at variance with the terms and conditions of this MOA, shall constitute a waiver of a Party's right to demand exact and strict compliance by the other Party hereto with the terms and conditions of this MOA. This MOA shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. Time is of the essence in this MOA. The Parties hereby agree to cooperate with one another in a commercially reasonable manner in connection with the submittal and processing of the draw requests and related disbursements. Should any provision of this MOA require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction

that an instrument is to be construed more strictly against the Party who prepared the same. This MOA may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals this ___ day of _____, 2012.

Northside Hospital, Inc.

By:

Attest: _____

[AFFIX CORPORATE SEAL]

Cherokee County, Georgia

By: L. B. Ahrens, Jr., Chairman

Attest: _____
County Clerk (Seal)

Cherokee County, Georgia Agenda Request

Agenda No.

2.5

SUBJECT: Local Maintenance Improvement Grant Agreement **MEETING DATE:** July 10, 2012
Between Cherokee County and Georgia DOT
For Commerce Boulevard – Phase 2

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider a Local Maintenance Improvement Grant Agreement between Cherokee County and the Georgia Department of Transportation for the Commerce Boulevard – Phase 2 project in the amount of \$4,300,000.00.

FACTS AND ISSUES:

The attached Local Maintenance Improvement Grant Agreement states that the Georgia Department of Transportation will participate in the funding for the Commerce Boulevard Phase 2 project. The Georgia DOT will participate up to \$4,300,000.00 towards the construction cost of this project. Cherokee County and Northside Hospital will be responsible for the remaining construction cost of this project; \$1,400,000.00 from County SPLOST VI funds and \$2,200,000.00 from the hospital. The estimated time frame for completion of construction will be 12 to 18 months from the notice to proceed.

BUDGET:

Budgeted Amount:	\$7,900,000.00	Account Name: Commerce Boulevard
Amount Encumbered:	\$ 0.00	Account #: 53068
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 0.00	
Remaining Budget	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

Approval of a Local Maintenance Improvement Grant Agreement between Cherokee County and the Georgia Department of Transportation for the Commerce Boulevard – Phase 2 project in the amount of \$4,300,000.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Keith Golden, P.E., Commissioner



DEPARTMENT OF TRANSPORTATION

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

JUN 21 2012

June 19, 2012

HON. BUZZ AHRENS
County Courthouse
CANTON GA. 30114

PR000 - S009-00(621)
Cherokee County

RE: COMMERCE BLVD. (PH II) - GRADING, DRAINAGE, BASE, PLANT MIX SURFACING &
BRIDGE CONSTRUCTION

Dear Sir or Madam:

Please find attached three copies of the contract on the above project for execution by your officials.

Approval of this contract requires the original signature of the officials, the signature of a witness, the city IRS number, the place and date of approval, and also the execution of the enclosed Georgia Security and Immigration Compliance Act Affidavit.

After execution, kindly return all contract copies and the executed affidavit to this office for further execution by the Department, after which a fully executed contract will be returned to you. You are not authorized to begin construction until these contracts have been executed by the Department and you are so notified by telephone or letter from this office.

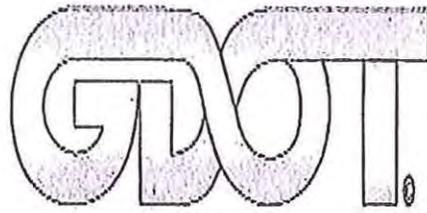
****PLEASE DO NOT UNSTAPLE CONTRACT BOOKLET - DOING SO WILL VOID CONTRACT AND DELAY PROCESSING****

Yours very truly,

Department of Transportation

Terry Gable,
Local Grants Administrator

ORIGINAL



Georgia Department of Transportation

**Georgia Department of Transportation
Contract**

Date of Opening : NONE

Contract ID : C38879-12-000-0

Call Order : 947

Projects : S009621

Project No. : PR000-S009-00(621)

Counties : Cherokee

Awarded Vendor: 100570

CHEROKEE COUNTY

**DO NOT UNSTAPLE THIS BOOKLET....Enter all required information either by
hand or by stamp.**

THIS AGREEMENT made and entered into this _____ day of _____, 201__ by and between the Department of Transportation, an agency of the State of Georgia ("Department") and Cherokee County, Georgia who have been duly authorized to execute this Agreement:

WITNESSETH:

WHEREAS, the Department and City/County desire the improvements and construction of a certain facility and the City/County desires and agrees to furnish and deliver all the material and to do and perform all the work and labor for said purpose.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants herein contained it is agreed by and between the Department and the City/County that:

A. BASIC AGREEMENT:

1. The City/County shall contract for 1.079 miles of grading, drainage, base, plant mix surfacing, and bridge construction on Commerce Boulevard (Ph II) beginning at STA 23+36.02 and ending at STA 72+52.04 and on Commerce Boulevard at SR 140 beginning at STA 4+66.37 and ending at STA 17+43.00, Contract ID No. C38879-12-000-0, hereinafter referred to as the "Project". It is understood that the quantities shown are approximates only and subject either to increase or decrease and any increases or decreases are to be paid for at the contract unit price given, labeled Exhibit A, attached hereto and incorporated herein by reference. The maximum allowable costs for the Project shall be \$4,300,000.00.
2. The work and materials shall be in strict and entire conformity with the provisions of this Agreement and the plans prepared by the City/County and approved by the Chief Engineer or his authorized representative the originals of which are on file at the Department and which said plans are hereby made a part of this Agreement as if fully set forth herein. The Project will be constructed in accordance with the standard specifications, 2001 edition, as further amended, and the Supplemental Specifications and Special Provisions, attached hereto as Exhibit B and incorporated herein by reference.
3. The work can be performed by the local government or can be subcontracted out to a private contractor. If the work is performed by a private contractor the local government is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Article 3 of Title 32 or any other provision of law. The local government shall ensure that the project is constructed in accordance with GDOT specifications regardless of whether the contract is performed by the local government or a private contractor. The local government will also be responsible for notifying the GDOT Area Construction Office prior to work starting on the project regardless of who performs the work. The Department will have inspectors on the project to perform routine construction inspections and material testing.
4. It is understood that the material pits are to be furnished by the City/County at no cost to the Department.

5. It is understood that the Department will not participate in the cost of any utility facility removal and relocations necessary in connection with the construction of this Project, unless otherwise specified in the Agreement. The City/County shall be responsible for handling the arrangements with the utility owners for any removal and relocation necessary. The City/County shall give the utility owners ample notice, of the impending construction to allow time for engineering and material orders required for any removal and relocations as may be necessary. Also, the City/County agrees to clear right-of-way obstructions without expense to the Department. For purposes of applying provisions of this paragraph, railroads are considered utilities. In addition to the foregoing, the City/County shall obtain approval of plans and acquire easements or other property rights from the railroad for construction within railroad property/right-of-way and shall provide for the protection of railroad interests, including flagging and inspection, as may be required by the railroad.
6. The work shall begin after the issuance of a notification to proceed by the Department to the City/County and shall be carried through to completion without unreasonable delay and without suspension of work unless authorized in writing by the Department. The City/County shall perform its responsibilities for the Project until the maximum allowable cost to the Department has been reached or until September 30, 2014, whichever comes first.
7. The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the Department. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the City/County shall be final and conclusive.
8. The City/County agrees to perform all extra work that may be required of them on the basis of actual cost.
9. The financing of this Project shall be as follows:
Payments will be made on monthly statements as the work progresses.

B. GENERAL PROVISIONS:

1. Covenants Against Contingent Fees. The City/County shall comply with the relevant requirements of all federal, state and local laws in effect as of the date hereof. The City/County warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the City/County, 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 City/County, any fee, commission, percentage, brokerage fee, gifts, or any 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.
2. No Third Party Beneficiaries. Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefit under or by reason of this Agreement.

3. Entire Agreement. This Contract instrument, including all incorporated documents, contains the entire Contract between the parties with regard to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. 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 City/County 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.
 - C. IT IS FURTHER CERTIFIED that the provisions of 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. Including compliance by prime contractors and sub-contractors performing work under this Agreement.
 - D. By execution of this contract, I certify under penalty of law that the City/County is in compliance with the service delivery strategy law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia.
 - E. By execution of this contract, I certify under penalty of law that the City/County is in compliance State Audit Requirements as provided for in O.C.G.A. § 36-81-7.
 - F. IT IS FURTHER CERTIFIED that pursuant to O.C.G.A. § 13-10-91 I and all contractor and sub-contractors performing work under this Agreement are in compliance with the Federal Work Authorization Program. Prime contractors and sub-contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").
6. Effective Date. This Agreement shall become effective upon the date above first written.
7. Governing Law. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.

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 seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

CITY/COUNTY

Commissioner

Mayor/Commissioner

Witness

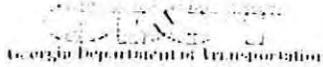
ATTEST:

This contract approved by the
City/County at a meeting held at

Treasurer

Date

Fed ID No. / IRS No.



Georgia Department of Transportation

Contract Schedule

Contract ID: C38879-12-000-0

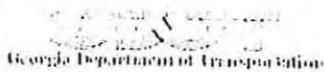
Project(s): S009621

Awarded Vendor: 100570

CHEROKEE COUNTY

SECTION 0001 ROADWAY \$4,300,000.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0005	210-0100 GRADING COMPLETE - S009621	LUMP SUM				377,409.81
0010	310-1101 GR AGGR BASE CRS, INCL MATL	23,678.000 TN	23.04			545,541.12
0015	318-3000 AGGR SURF CRS	500.000 TN	17.15			8,575.00
0020	402-1812 RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	60.000 TN	50			3,000.00
0025	402-3130 RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	2,864.000 TN	50			143,200.00
0030	402-3143 RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL	6,710.000 TN	50			335,500.00
0035	402-3190 RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	3,355.000 TN	50			167,750.00
0040	413-1000 BITUM TACK COAT	6,071.000 GL	1.21			7,345.91
0045	433-1100 REINF CONC APPROACH SLAB, INCL CURB	280.000 SY	8.66			2,424.80
0050	441-0016 DRIVEWAY CONCRETE, 6 IN TK	854.000 SY	32.70			27,925.80
0055	441-0104 CONC SIDEWALK, 4 IN	441.000 SY	21.60			9,525.60



Georgia Department of Transportation

Contract Schedule

Contract ID: C38879-12-000-0

Project(s): S009621

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CHEROKEE COUNTY

SECTION 0001 ROADWAY \$4,300,000.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0060	441-0204 PLAIN CONC DITCH PAVING, 4 IN	410.000 SY	33.33		13,665.30	
0065	441-0740 CONCRETE MEDIAN, 4 IN	270.000 SY	64.79		17,493.30	
0070	441-4020 CONC VALLEY GUTTER, 6 IN	15.000 SY	34.41		516.15	
0075	441-6012 CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	8,893.000 LF	26.27		233,619.11	
0080	441-6720 CONC CURB & GUTTER, 6 IN X 30 IN, TP 7	8,331.000 LF	11.97		99,722.07	
0085	446-1100 PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	1,760.000 LF	3.54		6,230.40	
0090	500-3800 CLASS A CONCRETE, INCL REINF STEEL	35.000 CY	841.19		29,441.65	
0095	500-9999 CLASS B CONC, BASE OR PVMT WIDENING	120.000 CY	79.59		9,550.80	
0100	543-9000 CONSTRUCTION OF BRIDGE COMPLETE - LEFT	LUMP SUM			713,712.80	
0105	543-9000 CONSTRUCTION OF BRIDGE COMPLETE - RIGHT	LUMP SUM			713,712.80	
0110	550-1180 STORM DRAIN PIPE, 18 IN, H 1-10	2,305.000 LF	14.23		32,800.15	
0115	550-1181 STORM DRAIN PIPE, 18 IN, H 10-15 78 INCH AND 60 INCH	14.000 LF	23.90		334.60	



Georgia Department of Transportation

Contract Schedule

Contract ID: C38879-12-000-0

Project(s): S009621

Awarded Vendor: 100570

CHEROKEE COUNTY

SECTION 0001 ROADWAY \$4,300,000.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	550-1240 STORM DRAIN PIPE, 24 IN, H 1-10	1,991.000 LF	19.63		39,083.33	
0125	550-1241 STORM DRAIN PIPE, 24 IN, H 10-15	288.000 LF	61.97		17,847.36	
0130	550-1242 STORM DRAIN PIPE, 24 IN, H 15-20	105.000 LF	30.82		3,236.10	
0135	550-1301 STORM DRAIN PIPE, 30 IN, H 10-15	86.000 LF	55.03		4,732.58	
0140	550-1302 STORM DRAIN PIPE, 30 IN, H 15-20	169.000 LF	55.03		9,300.07	
0145	550-1360 STORM DRAIN PIPE, 36 IN, H 1-10	311.000 LF	31.82		9,896.02	
0150	550-1361 STORM DRAIN PIPE, 36 IN, H 10-15	214.000 LF	99.26		21,241.64	
0155	550-1362 STORM DRAIN PIPE, 36 IN, H 15-20	460.000 LF	62.75		28,865.00	
0160	550-1363 STORM DRAIN PIPE, 36 IN, H 20-25	134.000 LF	65		8,710.00	
0165	550-1547 STORM DRAIN PIPE, 54 IN, H 40-50	292.000 LF	150		43,800.00	
0170	550-3318 SAFETY END SECTION 18 IN, STORM DRAIN, 4:1 SLOPE	2.000 EA	631.06		1,262.12	
0175	550-3336 SAFETY END SECTION 36 IN, STORM DRAIN, 4:1 SLOPE	1.000 EA	1411		1,411.00	
0180	573-1006 UNDDR PIPE ONLY, 6 IN	3,000.000 LF	12.05		36,150.00	

Contract Schedule

Contract ID: C38879-12-000-0

Project(s): S009621

Awarded Vendor: 100570

CHEROKEE COUNTY

SECTION 0001 ROADWAY \$4,300,000.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0185	603-2181 STN DUMPED RIP RAP, TP 3, 18 IN	4,100.000 SY	18.98		77,818.00	
0190	603-7000 PLASTIC FILTER FABRIC	4,100.000 SY	1.96		8,036.00	
0195	634-1200 RIGHT OF WAY MARKERS	57.000 EA	120.97		6,895.29	
0200	636-1020 HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	168.000 SF	15.02		2,523.36	
0205	636-2070 GALV STEEL POSTS, TP 7	372.000 LF	7.98		2,968.56	
0210	639-3004 STEEL STRAIN POLE, TP IV	4.000 EA	7000		28,000.00	
0215	641-1100 GUARDRAIL, TP T	320.000 LF	55		17,600.00	
0220	641-1200 GUARDRAIL, TP W	4,614.000 LF	17.18		79,268.52	
0225	641-5001 GUARDRAIL ANCHORAGE, TP 1	8.000 EA	596.30		4,770.40	
0230	641-5012 GUARDRAIL ANCHORAGE, TP 12	8.000 EA	1809.55		14,476.40	
0235	643-1452 CH LK FENCE, PVC, 6 FT, 9 GA	990.000 LF	16.50		16,335.00	
0240	643-8030 GATE, CHAIN LINK PVC COAT - RIGHT	2.000 EA	500		1,000.00	
0245	647-1000 TRAFFIC SIGNAL INSTALLATION NO - STA 1	LUMP SUM			125,000.00	



Georgia Department of Transportation

Contract Schedule

Contract ID: C38879-12-000-0

Project(s): S009621

Awarded Vendor: 100570

CHEROKEE COUNTY

SECTION 0001

ROADWAY

\$4,300,000.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	653-0110 THERMOPLASTIC PVMT MARKING, ARROW, TP 1	2.000 EA	75		150.00	
0255	653-0120 THERMOPLASTIC PVMT MARKING, ARROW, TP 2	28.000 EA	76.40		2,139.20	
0260	653-0130 THERMOPLASTIC PVMT MARKING, ARROW, TP 3	2.000 EA	104.85		209.70	
0265	653-1501 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	14,720.000 LF	0.50		7,360.00	
0270	653-1502 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	13,768.000 LF	0.50		6,884.00	
0275	653-1704 THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	171.000 LF	4.18		714.78	
0280	653-1804 THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	2,034.000 LF	1.78		3,620.52	
0285	653-3501 THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	10,605.000 GLF	0.44		4,666.20	
0290	653-6004 THERMOPLASTIC TRAF STRIPING, WHITE	380.000 SY	3.41		1,295.80	
0295	653-6006 THERMOPLASTIC TRAF STRIPING, YELLOW	715.000 SY	2.92		2,087.80	
0300	654-1003 RAISED PVMT MARKERS TP 3	322.000 EA	3.84		1,236.48	



Georgia Department of Transportation

Contract Schedule

Contract ID: C38879-12-000-0

Project(s): S009621

Awarded Vendor: 100570

CHEROKEE COUNTY

SECTION 0001 ROADWAY \$4,300,000.00

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0305	668-1100 CATCH BASIN, GP 1	39.000 EA	1297.96		50,620.44	
0310	668-1110 CATCH BASIN, GP 1, ADDL DEPTH	150.000 LF	115.63		17,344.50	
0315	668-2100 DROP INLET, GP 1	2.000 EA	1039.21		2,078.42	
0320	668-4300 STORM SEWER MANHOLE, TP 1	1.000 EA	1878.72		1,878.72	
0325	668-4311 STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	5.000 LF	194.32		971.60	
0330	700-6910 PERMANENT GRASSING	21.300 AC	724.63		15,434.62	
0335	700-7000 AGRICULTURAL LIME	79.000 TN	60.11		4,748.69	
0340	700-8000 FERTILIZER MIXED GRADE	52.000 TN	429.48		22,332.96	
0345	700-8100 FERTILIZER NITROGEN CONTENT	1,070.000 LB	2.97		3,177.90	
0350	700-9300 SOD	305.000 SY	5.75		1,753.75	
0355	702-7501 TREE PROTECTION BARRIER, TYPE 1	1,500.000 LF	1		1,500.00	
0360	716-2000 EROSION CONTROL MATS, SLOPES	38,570.000 SY	1		38,570.00	
Total Bid:						\$4,300,000.00

EXHIBIT B
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
Special Provisions

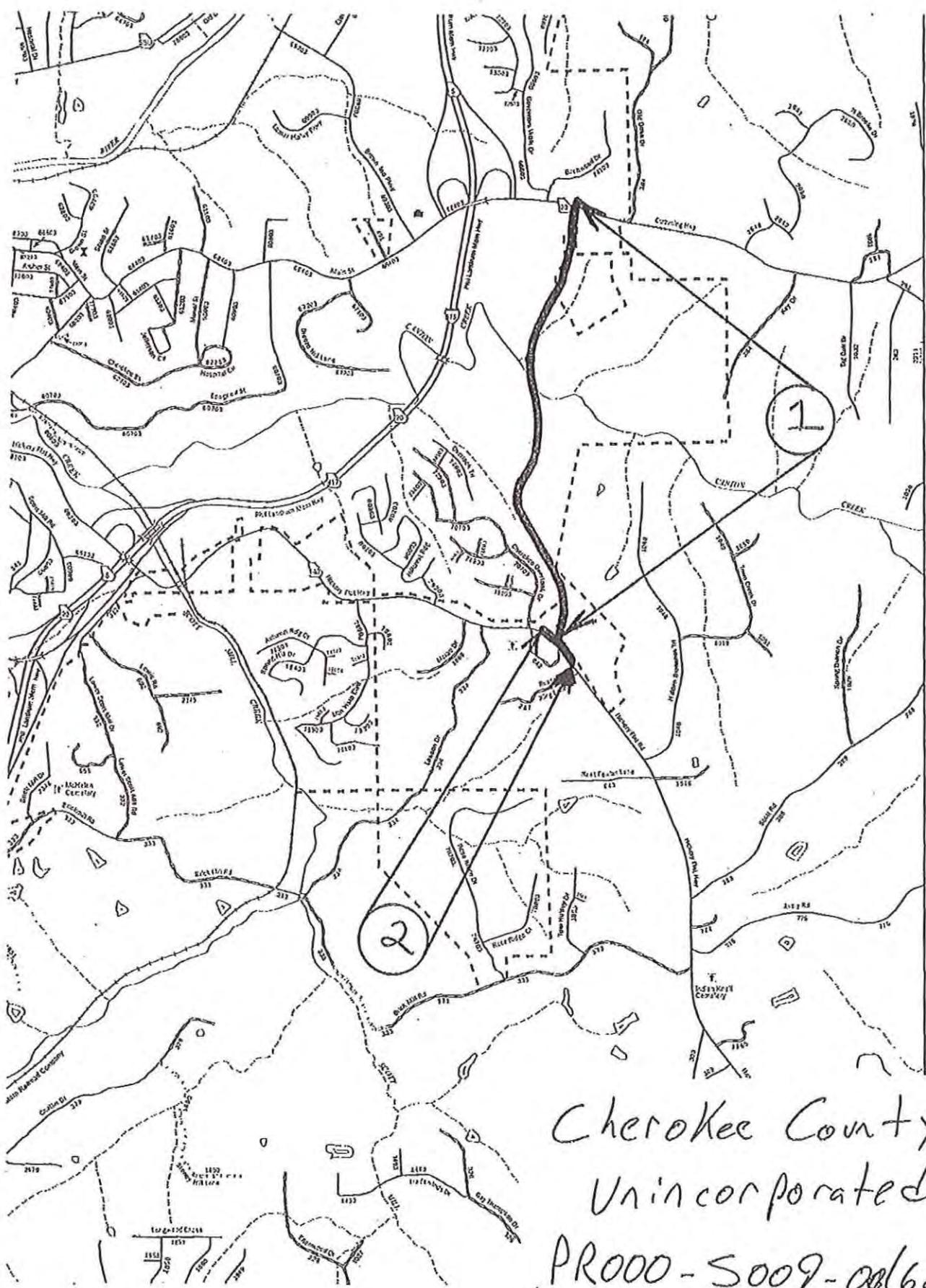
Contract ID: C38879-12-000-0

1.079 MILES OF GRADING, DRAINAGE, BASE, PLANT MIX SURFACING AND BRIDGE CONSTRUCTION ON COMMERCE BOULEVARD (PHASE II) BEGINNING AT STA 23+36.02 AND ENDING AT STA 72+52.04 AND ON COMMERCE BOULEVARD AT SR 140 BEGINNING AT STA 4+66.37 AND ENDING AT STA 17+43.00.

S.P. Code	Special Provision Description
107-1-01-SP	LEGAL REGULATIONS AND RESPONSIBILITIES TO THE PUBLIC
108-1-01-SP	PROSECUTION AND PROGRESS
109-1-02-SP	MEASUREMENT & PAYMENT
152-1-01-SP	FIELD LABORATORY BUILDING (OFF/SYSTEM 400/402)
400-1-01-SP	ASPHALTIC CONCRETE (OFF SYSTEM - 400/402)
402-1-01-SP	RECYCLED ASPH CONCRETE (OFF SYSTEM - 400/402)
802-1-01-SP	AGGR FOR ASPH CONC (Off System 400/402)
819-1-01-SP	FIBER STAB ADDITIVES (Off System 400/402)
828-1-01-SP	HOT MIX ASPH CONC MIXTURES (Off System 400/402)
883-1-01-SP	MINERAL FILLER (Off System 400/402)
550-1-01-SP	STORM DRAIN PIPE, PIPE-ARCH CULVERTS, AND SIDE DRAIN PIPE
A99-0-00-	PLANS (II)

COUNTY CHEROKEE PROJECT NO. PR000-S009-00(621)

- Note:** The Local Government shall certify all necessary R/W, and remove or adjust all utilities at no cost to the Department of Transportation.
- Note:** The Local Government shall be responsible for placement, maintenance, and inspection of traffic control devices and any required erosion control devices.
- Note:** The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the Department of Transportation.
- Note:** Plans have been prepared for this project by Ross Consulting Engineers for Cherokee County dated 3/13/2012. Any items or work required by these plans and not set up for payment under this contract will be the responsibility of the Local Government at no cost to the Department of Transportation.
- Note:** In inundated areas, the finished grade elevation at the subgrade shall be placed eighteen (18) in. minimum, two (2) feet desirable or more above the high-water or existing ground line whichever produces the higher elevation. This requirement applies only to low areas showing signs of frequent inundation.
- Note:** All pipe shall meet the Georgia drainage manual and be placed in accordance with Georgia standard 1030-D and/or 1030-P.
- Note:** This work shall meet all requirements of the Uniform Federal Accessibility Standards (UFAS). Any additional work required by the UFAS, but not shown in this contract will be included in with the unit price and no additional payment will be made.
- Note:** Superelevation on curves will be in accordance with the AASHTO Green Book, A Policy on Geometric Design of Highways and Streets – Current Edition.



Cherokee County
Unincorporated
PR000-5009-00(621)

Cherokee County, Georgia Agenda Request

Agenda No.

2.6

SUBJECT: Cherokee County (CATS) Vanpool Program
Contract Extension with VPSI, Inc.

MEETING DATE: July 10, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of a 5-month contract extension with VPSI, Inc. to continue the Cherokee County (CATS) Vanpool Program.

FACTS AND ISSUES:

VPSI, Inc. has been providing Vanpool Services to Cherokee County since 2004. The Public Works Agency is in the process of re-negotiating/re-bidding the contract and would like to continue the existing van pool service with VPSI, Inc. during the bidding and award period.

In order to continue its contract with VPSI, Inc., the existing County contract will need to be extended for a 5-month period, ending on October 1, 2012.

BUDGET:

Budgeted Amount:	\$82,500.00	Account Name: Professional Services
Amount Spent to Date:	\$36,240.00	Account #: 240-5540-521200-G266
Amount of Request:	\$46,260.00	
Remaining Budget:	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

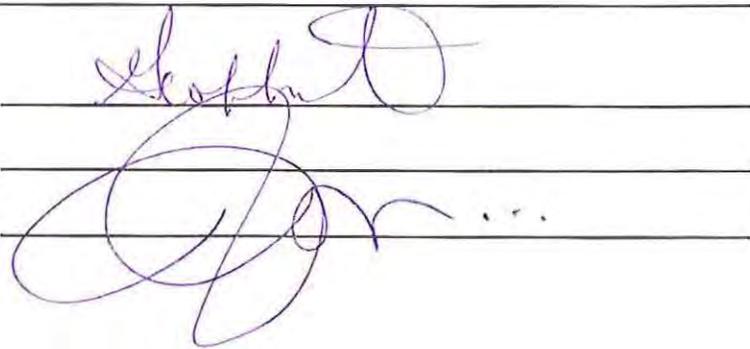
Approval of a 5-month contract extension with VPSI, Inc. to continue the Cherokee County (CATS) Vanpool Program.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____





VPSI Inc.

VPSI World Headquarters | 1220 Rankin Drive | Troy, Michigan | 48063 | Tel: 248.597.3500 | Fax: 248.597.3501 | www.vpsiinc.com

June 29, 2012

Mr. Jerry Cooper
County Manager
Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

RE: Cherokee County Vanpool (CATS) Program

Dear Mr. Cooper:

This letter is to execute the 2011 contract year for the above referenced program through October 1st 2012. VPSI would like to thank Cherokee County for your continued public-private partnership and on-going commitment to vanpooling. The CATS program has achieved very strong outcomes. The CATS program has been tasked with relieving congestion in and around. Vanpooling is the nation's most cost-effective transportation solution for suburban communities and VPSI is pleased to be Cherokee County's vanpool provider.

With your concurrence as indicated below, the CATS vanpool contract between Cherokee County and VPSI will be extended through October 1st 2012. Please indicate below the total contract amount for this period.

Thank you for the opportunity to serve as the vanpool provider for the Cherokee County CATS Vanpool Program.

With best regards,

Steven R. Wright
Vice President – Field Operations

=====

CONCURRENCE:

2012 Contract Total Funds: _____

Cherokee County

Mr. Jerry Cooper, County Manager

WITNESS:

Signature

Signature

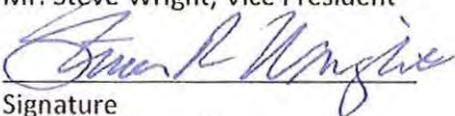
Date

Date

VPSI, Inc.

Mr. Steve Wright, Vice President

WITNESS:


Signature


Signature

6/29/12
Date

6/29/12
Date

Cherokee County, Georgia
Agenda Request

2.7

SUBJECT: RFP 2012-29 Rescue Boat and Trailer

MEETING DATE: 7/10/2012

SUBMITTED BY: Chief Tim Prather, Fire and Emergency Services

COMMISSION ACTION REQUESTED:

Approve award and purchase of rescue boat and trailer to low bidder, Compeau's Inc, along with associated items, in the total amount of \$80,000.

FACTS AND ISSUES:

Fire and Emergency Services released RFP 2012-29 on the County RFP/BID Website on June 15, 2012 seeking qualified vendors to submit a proposal for the purchase of a Low Water Jet Drive Rescue Boat and Trailer. Proposals were due June 29, 2012; two proposals were received as follows:

Compeau's Inc, Alaska.....	\$77,275.94 (w options)	89 Points
Riddle Marine, Idaho.....	\$76,337.00 (w options)	87 Points

The Procurement Department and Fire and Emergency Services ranked each proposal based on technical specifications of the boat, trailer and optional equipment comparing pricing for a 21 foot boat. The maximum possible points were 90. After reviewing all technical specifications, Fire and Emergency Services recommends award to the most responsive bidder, Compeau's Inc. One of the options requested was a M-Jax Fire Pump. Compeau's bid included the requested pump option and Riddle did not include pricing for the pump which resulted in a lower bid. The Procurement Department is in support of the award to Compeau's which is the most responsive and responsible proposer.

Request approval of award and expenditure of \$80,000 for the purchase of the boat, trailer and associated items (\$77,275.94 as bid by Compeau's and \$2,724.06 for associated items).

BUDGET:

Budgeted Amount:
Amount Encumbered:
Amount Spent to Date:
Amount Requested:
Remaining Budget

Account Name: *SPL0ST - Fire Equipment*
Account #:

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form

Contract Approval Required: Yes No

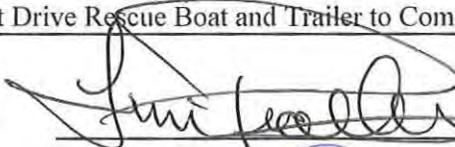
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

Award purchase of Low Water Jet Drive Rescue Boat and Trailer to Compeau's Inc.

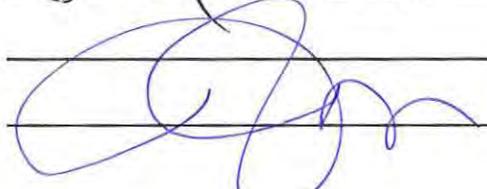
REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:

COUNTY MANAGER



RFP 2012-29

FIRE AND EMERGENCY SERVICES RESCUE BOAT AND TRAILER

	<u>COMPEAU'S</u>	<u>RIDDLE MARINE</u>
BOAT LENGTH	21'	21'
COST (BASIC)	\$ 69,781.00	\$ 70,137.00
POINTS (OUT OF POSSIBLE 90)	89	87
DELIVERY DAYS	180	90
MAX # OF PERSONS	6	5
MAX WEIGHT CAPACITY	2200	1800
BOTTOM WIDTH	72"	72"
PLANE	3" - 4"	4" - 5"
FUEL TANK SIZE	40	30

NOTES:

- COMPEAU'S - DEDUCTED 1 POINT FOR NO BID ON FIRE PUMP
- RIDDLE MARINE - DEDUCTED 1 POINT FOR BEING HIGHEST PRICE AND DEDUCTED 1 POINT EACH FOR NO BIDS ON OPTIONAL EQUIPMENT (FIRE PUMPS)

RFP 2012-29 RESCUE BOAT AND TRAILER

RFP REVIEW CHECK SHEET

Each item on this list has been assigned a single point value. Grading covers the following items for this RFP:

1. Completion of required documentation
2. Total point values scored by each item listed on questionnaire
3. Points for base price
4. Bid of any and all optional equipment listed

Bidder's Name: Compeau's - AK; Cost for 21' Boat \$69,781

Appendix "A"

<u>Section</u>	<u>Possible Point Value</u>	<u>Points Received</u>
<u>Cover Page Completion</u>	<u>1</u>	<u>1</u>
<u>Hull</u>	<u>15</u>	<u>15</u>
<u>Motor</u>	<u>9</u>	<u>9</u>
<u>Interior</u>	<u>10</u>	<u>10</u>
<u>Electronics</u>	<u>14</u>	<u>14</u>
<u>Performance</u>	<u>5</u>	<u>5</u>
<u>Trailer</u>	<u>9</u>	<u>9</u>
<u>General</u>	<u>9</u>	<u>9</u>
<u>Construction Questions</u>	<u>6</u>	<u>6</u>
<u>Price</u>	<u>6</u>	<u>6</u>
<u>Options</u>	<u>6</u>	<u>5</u>
TOTALS	90	89

Delivery Days 180

Bottom Width: 72"

Max # of persons: 6

Plane: 3"-4" min

Max weight: 2200

Fuel Size: 40

RFP 2012-29 RESCUE BOAT AND TRAILER

RFP REVIEW CHECK SHEET

Each item on this list has been assigned a single point value. Grading covers the following items for this RFP:

1. Completion of required documentation
2. Total point values scored by each item listed on questionnaire
3. Points for base price
4. Bid of any and all optional equipment listed

Bidder's Name: Riddle Marine, ID - Cost for 21' Boat \$70,137

Appendix "A"

<u>Section</u>	<u>Possible Point Value</u>	<u>Points Received</u>
<u>Cover Page Completion</u>	<u>1</u>	<u>1</u>
<u>Hull</u>	<u>15</u>	<u>15</u>
<u>Motor</u>	<u>9</u>	<u>9</u>
<u>Interior</u>	<u>10</u>	<u>10</u>
<u>Electronics</u>	<u>14</u>	<u>14</u>
<u>Performance</u>	<u>5</u>	<u>4</u>
<u>Trailer</u>	<u>9</u>	<u>9</u>
<u>General</u>	<u>9</u>	<u>9</u>
<u>Construction Questions</u>	<u>6</u>	<u>6</u>
<u>Price</u>	<u>6</u>	<u>5</u>
<u>Options</u>	<u>6</u>	<u>5</u>
TOTALS	90	87

Delivery Days 90

Bottom Width: 72"

Max # of persons: 5

Plane: 4" - 5" min

Max weight: 1800 lbs

Fuel Size: 30 gal

APPENDIX "A"

**RFP 2012-29 RESCUE BOAT AND TRAILER
(7 TOTAL PAGES)**

PROPOSAL ACKNOWLEDGEMENT AND SIGNATURE FORM

I hereby acknowledge that I, as the Proposer:

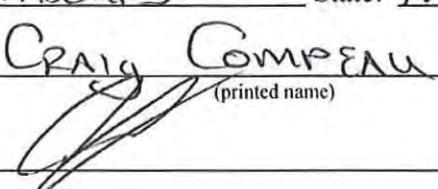
- a) Confirm the pricing outlined above is in accordance with Section V – Minimum Specifications of the Request for Proposal No. 2012-29: CHEROKEE COUNTY FIRE AND EMERGENCY SERVICES RESCUE BOAT AND TRAILER; and
- b) Have read and understand the requirements of this RFP 2012-29; and
- c) Will comply with all requirements and specifications as outlined in this RFP 2012-29; and
- d) Have received, read and understand the Addenda up to and including No. 3; and
(Fill in highest # received)
- e) Am duly authorized to execute and submit the Proposal documents.

Name of Company: COMPENAU'S Inc

Address: 4122 BOAT ST

City: FAIRBANKS State: AK Zip: 99709

Representative: CRAIG COMPENAU
(printed name)

Signature: 

Title: GM & VP

Telephone: 907-479-2271 x116 Fax: (907) 474-9537

E-Mail Address: CRAIG@COMPENAU'S.COM

- One permanent mounted Whelen Mini Liberty 6- LED Emergency Light Bar, clear cover w/ red LEDS

F. Trailer:

- Sized and configured for boat.
- Aluminum or galvanized steel construction.
- Carpeted bunk boards or equivalent.
- Electric Trailer brakes
- Mounted spare tire.
- Single axle rated for the boat.
- Wired and lighted with LED lights.
- Wheeled jack stand.
- Safety chains.
- A skid bar should be fabricated in front of the trailer axle to prevent axle drag while exiting boat ramps.

G. Performance specifications:

- Should be able to draft in 3" of water on plane.
- Should draft in 4-8" of water at idle.
- Should be able to accelerate from full stop and get on plane within 50'.
- Should be able to walk around the front of helm without stepping up on a deck.

H. Optional Extra Equipment:

- Waterproof mobile radio compartment mounted in boat with external speaker
- Optional M-jax Fire pump attachment for Jet drive
- Optional Self Contained portable Fire Pump Gasoline or diesel Engine Minimum 16 hp, with fire flow of 600 gpm or greater.
- Two (2) forward mounted LED flood lights. Whelen Model PSP1 or equivalent with adjustable mounting bracket.
- Vhf Marine radio and antenna, mounted
- Hummingbird 1198C SI Combo Side Imagine Sonar/External GPS Combo
http://store.humminbird.com/products/409805/1198c_SI_Combo

I. Questions regarding proprietary items and construction:

- Do you provide any type of impeller housing upgrade? If so, describe and list benefits.
- Do you provide any type of full length, internal, hand rail along the gunnels?
- What is the maximum rated number of personnel?
- What is the maximum rated weight capacity?
- What is the dry weight of your boat in the specified configuration?
- Describe welding method.

END OF REQUEST FOR PROPOSAL

Appendix A begins next page.

**MINIMUM GENERAL DESIGN AND PERFORMANCE SPECIFICATIONS –
QUESTIONNAIRE**

(THIS IS PART OF THE PROPOSAL FORM AND MUST BE FILLED OUT IN ITS ENTIRETY OR THE PROPOSAL MAY BE DEEMED "NON-RESPONSIVE")

HULL

		RESPONSE	
		YES	NO
1	Should be of rugged, heavy duty design to withstand repeated impacts with rocks and other subsurface obstacles. State manufacture year: <u>2013</u> State estimated number of days to delivery upon receipt of purchase order <u>180</u>	<u>X</u>	_____
2	20-24 feet in length from bow to stern.	<u>X</u>	_____
3	72" bottom width. Or option State width: _____	<u>X</u>	_____
4	.125" minimum thickness aluminum bottom. State thickness: <u>.125</u>	<u>X</u>	_____
5	6-10 degree dead rise.	<u>X</u>	_____
6	All welded seams...no screwed or riveted seams State construction type: <u>All welded- solid welded subfloor</u>	<u>X</u>	_____
7	3/8" minimum thickness UHMW bottom protection glued and/or fastened to cover the bottom of the hull from stern to within 24" of bow.	<u>X</u>	_____
8	Jet intake tunnel.	<u>X</u>	_____
9	Heavy duty, stainless steel stomp grate to replace factory intake grate.	<u>X</u>	_____
10	Swim deck/jet guard.	<u>X</u>	_____
11	Two welded transducer brackets. One on either side of transom.	<u>X</u>	_____
12	Single tone paint color to be determined.	<u>X</u>	_____
13	Hull stiffeners rolled to match the radius of the hull.	<u>X</u>	_____
14	Continuous-bead welding of hull stiffeners and box runners. Should be no skip welding of floor structure.	<u>X</u>	_____
15	Welded receiver sockets in the bow and stern which allow the addition of anchor points.	<u>X</u>	_____

MOTOR

		RESPONSE	
		YES	NO
1	Mercury 200hp Optimax Sport Jet. (minimum)	<u>X</u>	_____
2	Stainless steel high skew impeller.	<u>X</u>	_____

		RESPONSE	
		YES	NO
3	Mercury siphon bilge system.	<u>X</u>	_____
4	Reverse gate extensions.	<u>X</u>	_____
5	Sand trap on engine cooling water intake.	<u>X</u>	_____
6	Wet exhaust system.	<u>X</u>	_____
7	Fuel/water separator system.	<u>X</u>	_____
8	Jet Modification to increase pump output. State type of modification: <u>REB TAIL Upgrade (4Hmw sleeve INSERT)</u>	<u>X</u>	_____
9	25 minimum gallon fuel tank. State actual: _____ <u>40</u> _____	<u>X</u>	_____
	State tank material type (i.e. metal, poly) _____ <u>ALUMINUM</u> _____		

INTERIOR

		RESPONSE	
		YES	NO
1	Walk through console, stand-up helm design with windshield. Provide shelf under the steering mechanism on the interior of the console. Also locking compartments for Radios and electronics equipment suitable to hold all equipment specified.	<u>X</u>	_____
2	Helm leaning post/seat.	<u>X</u>	_____
3	Seat/ storage box situated in front of passenger window	<u>X</u>	_____
4	All available deck space provided should be compartmentalized. Provide specifications with quote.	<u>X</u>	_____
5	Interior surfaces should be aluminum plate with full coverage of spray-on bed liner material. Color to be determined.	<u>X</u>	_____
6	Insulated engine compartment, with lock latches and lifting handles.	<u>X</u>	_____
7	Single lever throttle/shift control with safety neutral switch.	<u>X</u>	_____
8	270 degree steering with controls.	<u>X</u>	_____
9	All deck hatches should be gasketed and latching. Hatch lids should be constructed and braced so as to support the weight of a rescuer without flexing.	<u>X</u>	_____
10	The fuel tank should be situated in a compartment to allow access to both sides of motor.	<u>X</u>	_____

ELECTRONICS

		RESPONSE	
		YES	NO
1	Lighted instrument panel at helm with minimum of tachometer, voltmeter, engine temp, fuel gauge, and hour meter.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Switches for listed electronics and additional four switches for future electronics.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Dual marine battery system with Perko type selector switch with marine grade charging system and shore line plug-in.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Marine grade blower system in engine compartment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	LED marine navigation lights with anchor light.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	LED cockpit lighting to illuminate all walking surfaces of interior.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Two forward mounted LED flood lights. Whelen Model PSP1 or equivalent with adjustable mounting bracket. State model: <u>Whelen Model PSP1</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Rear light mounted in motor cover or other suitable place to illuminate behind the boat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	12 volt outlet at bow, helm, and stern for portable spotlight.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Helm mounted engine kill switch with lanyard. Provide one additional lanyard.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Bilge pump(s). one manual and one automatic	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Fuse panel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	<u>Supply</u> and install all Emergency equipment listed to purchaser's specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	All switches must be labeled as to function	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PERFORMANCE

		RESPONSE	
		YES	NO
1	Should be able to draft in 4" of water on plane. State draft depth on plane: <u>3"-4" min</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Should draft in 4-10" of water at idle.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Should be able to accelerate from full stop and get on plane within 50'.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Should be able to walk around the front of helm without stepping up on a deck.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	J- Max Fire Pump Option for Jet Drive <u>(M-JACK)</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

TRAILER

		RESPONSE	
		YES	NO
1	Sized and configured for boat.	<u>X</u>	_____
2	Aluminum or galvanized steel construction.	<u>X</u>	_____
3	Carpeted or rollered bunk boards or equivalent.	<u>X</u>	_____
4	Mounted spare tire.	<u>X</u>	_____
5	Single axle rated for the boat.	<u>X</u>	_____
6	Wired and lighted with LED lights.	<u>X</u>	_____
7	Wheeled jack stand.	<u>X</u>	_____
8	Safety chains.	<u>X</u>	_____
9	A skid bar should be fabricated in front of the trailer axle to prevent axle drag while exiting boat ramps. (see pictures below)	<u>X</u>	_____



GENERAL

		RESPONSE	
		YES	NO
1	State the maximum rated number of personnel.	<u>6</u>	_____
2	State the maximum rated weight capacity.	<u>2200 lbs</u>	_____
3	State the dry weight of your boat in the specified configuration.	<u>2550 lbs</u>	_____
4	State welding method.	<u>continuous tig & mig welded (no skip welding)</u>	_____

5 Do you provide any type of impeller housing upgrade? If so, describe and list benefits. RESPONSE
YES NO

THE Red Tail Jet upgrade consists of A thick U.N.M.W. replaceable sleeve that is inserted into the impeller housing after boring. Benefits include much tighter impeller to liner tolerances for better performance & fuel economy, a better wear factor, less expensive liner replacement, & lower dBA from the jet. Also included is the stainless stator tips for less damage to the stator from rocks.

- 6 KEYS: Provide six (6) OEM ignition keys.
- 7 Continuous 1" inner handrail.
- 8 Supply estimated delivery days
- 9 Supply instructor and one day of acceptance testing to insure craft is fully operational to all operations of Boat and Motor

BASE BID

ITEM	PRICE
RESCUE BOAT AND TRAILER MEETING MINIMUM SPECIFICATIONS INCLUDING DELIVERY TO CHEROKEE COUNTY	\$69,780 ⁰⁰

OPTIONAL BID ITEMS

ITEM	PRICE
WATERPROOF MOBILE RADIO COMPARTMENT MOUNTED IN BOAT WITH EXTERNAL SPEAKER	\$150 ⁰⁰
M-JAX FIRE PUMP ATTACHMENT FOR JET DRIVE	\$1,150 ⁰⁰
SELF CONTAINED PROTABLE FIRE PUMP GASOLINE OR DIESEL ENGINE (MINIMUM 16 HP WITH FIRE FLOW OF 60 GPM OR GREATER)	NO BID
TWO (2) FORWARD MOUNTED LED FLOOD LIGHTS WITH ADJUSTABLE MOUNTING BRACKET (WHELEN MODEL PSP1 OR QUIVALENT) - PRICE SHOULD BE FOR TWO FLOOD LIGHTS - NOT PER	\$1,950 ⁰⁰
VHF MARINE RADIO AND ANTENNA, MOUNTED	\$995 ⁰⁰
HUMMINGBIRD 1998C SI COMBO SIDE IMAGINE SONAR/EXTERNAL GPS COMBO (SEE SECTION V.H FOR SPECIFICATIONS)	\$3,250 ⁰⁰

* END PROPOSAL AND ACKNOWLEDGEMENT FORM *

APPENDIX "A"

**RFP 2012-29 RESCUE BOAT AND TRAILER
(7 TOTAL PAGES)**

PROPOSAL ACKNOWLEDGEMENT AND SIGNATURE FORM

I hereby acknowledge that I, as the Proposer:

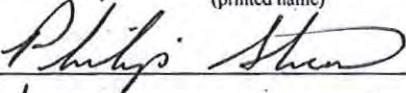
- a) Confirm the pricing outlined above is in accordance with Section V – Minimum Specifications of the Request for Proposal No. 2012-29: CHEROKEE COUNTY FIRE AND EMERGENCY SERVICES RESCUE BOAT AND TRAILER; and
- b) Have read and understand the requirements of this RFP 2012-29; and
- c) Will comply with all requirements and specifications as outlined in this RFP 2012-29; and
- d) Have received, read and understand the Addenda up to and including No. 3; and
(Fill in highest # received)
- e) Am duly authorized to execute and submit the Proposal documents.

Name of Company: Riddle Marine

Address: 607 Snake River Ave.

City: Lewiston State: ID Zip: 83501

Representative: Philip Stevens
(printed name)

Signature: 

Title: V.P.

Telephone: (208) 743-2660 Fax: (208) 743-2771

E-Mail Address: pstevens@rmrboats.com

**MINIMUM GENERAL DESIGN AND PERFORMANCE SPECIFICATIONS –
QUESTIONNAIRE**

(THIS IS PART OF THE PROPOSAL FORM AND MUST BE FILLED OUT IN ITS ENTIRETY OR THE PROPOSAL MAY BE DEEMED "NON-RESPONSIVE")

		RESPONSE	
		YES	NO
<u>HULL</u>			
1	Should be of rugged, heavy duty design to withstand repeated impacts with rocks and other subsurface obstacles. State manufacture year. <u>2012</u> State estimated number of days to delivery upon receipt of purchase order <u>90</u>	X	_____
2	20-24 feet in length from bow to stern.	X	_____
3	72" bottom width. Or option State width: <u>72"</u>	X	_____
4	.125" minimum thickness aluminum bottom. State thickness: <u>.190</u>	X	_____
5	6-10 degree dead rise.	X	_____
6	All welded seams...no screwed or riveted seams State construction type: <u>Welded Alloy</u>	X	_____
7	3/8" minimum thickness UHMW bottom protection glued and/or fastened to cover the bottom of the hull from stern to within 24" of bow.	X	_____
8	Jet intake tunnel.	X	_____
9	Heavy duty, stainless steel stomp grate to replace factory intake grate.	X	_____
10	Swim deck/jet guard.	X	_____
11	Two welded transducer brackets. One on either side of transom.	X	_____
12	Single tone paint color to be determined.	X	_____
13	Hull stiffeners rolled to match the radius of the hull.	X	_____
14	Continuous-bead welding of hull stiffeners and box runners. Should be no skip welding of floor structure.	X	_____
15	Welded receiver sockets in the bow and stern which allow the addition of anchor points.	X	_____

		RESPONSE	
		YES	NO
<u>MOTOR</u>			
1	Mercury 200hp Optimax Sport Jet. (minimum)	X	_____
2	Stainless steel high skew impeller.	X	_____

		RESPONSE	
		YES	NO
3	Mercury siphon bilge system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Reverse gate extensions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Sand trap on engine cooling water intake.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Wet exhaust system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Fuel/water separator system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Jet Modification to increase pump output. State type of modification: <u>Stainless wear ring/High Skew Imp.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	25 minimum gallon fuel tank. State actual: <u>30 gal. US</u> State tank material type (i.e. metal, poly) <u>Aluminum Alloy</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

INTERIOR

		RESPONSE	
		YES	NO
1	Walk through console, stand-up helm design with windshield. Provide shelf under the steering mechanism on the interior of the console. Also locking compartments for Radios and electronics equipment suitable to hold all equipment specified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Helm leaning post/seat <u>w/ Box</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Seat/ storage box situated in front of passenger window	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	All available deck space provided should be compartmentalized. Provide specifications with quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Interior surfaces should be aluminum plate with full coverage of spray-on bed liner material. Color to be determined.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Insulated engine compartment, with lock latches and lifting handles.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Single lever throttle/shift control with safety neutral switch.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	270 degree steering with controls.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	All deck hatches should be gasketed and latching. Hatch lids should be constructed and braced so as to support the weight of a rescuer without flexing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	The fuel tank should be situated in a compartment to allow access to both sides of motor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ELECTRONICS

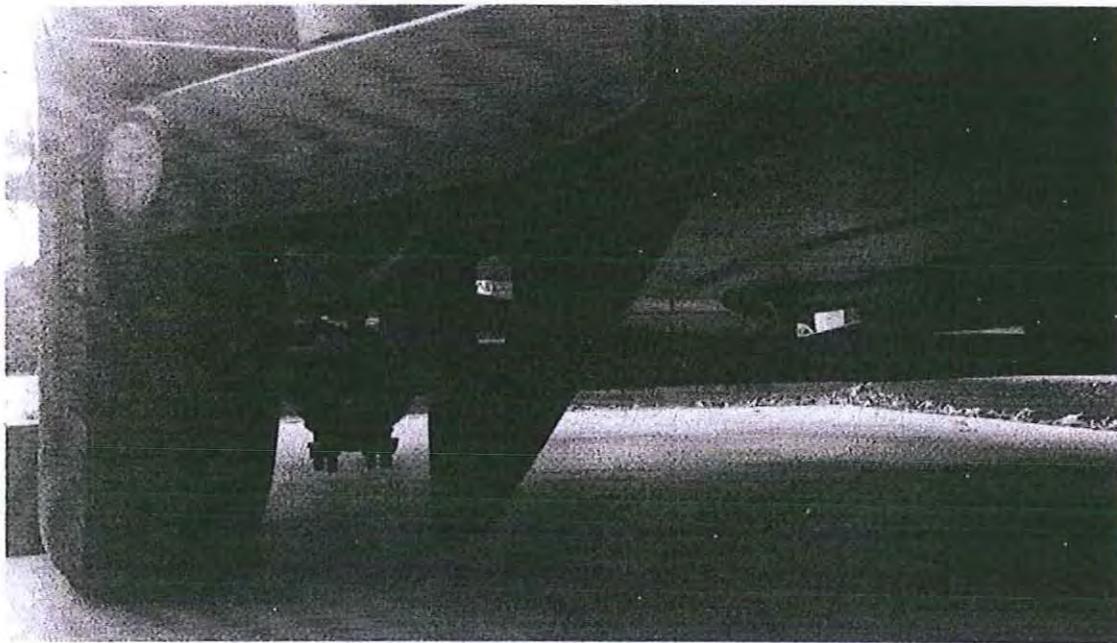
		RESPONSE	
		YES	NO
1	Lighted instrument panel at helm with minimum of tachometer, voltmeter, engine temp, fuel gauge, and hour meter.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Switches for listed electronics and additional four switches for future electronics.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Dual marine battery system with Perko type selector switch with marine grade charging system and shore line plug-in.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Marine grade blower system in engine compartment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	LED marine navigation lights with anchor light.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	LED cockpit lighting to illuminate all walking surfaces of interior.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Two forward mounted LED flood lights. Whelen Model PSP1 or equivalent with adjustable mounting bracket. State model: <u>Whelen PSP1 w/ Bracket</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Rear light mounted in motor cover or other suitable place to illuminate behind the boat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	12 volt outlet at bow, helm, and stern for portable spotlight.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Helm mounted engine kill switch with lanyard. Provide one additional lanyard.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Bilge pump(s). one manual and one automatic	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Fuse panel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	Supply and install all Emergency equipment listed to purchaser's specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	All switches must be labeled as to function	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PERFORMANCE

		RESPONSE	
		YES	NO
1	Should be able to draft in 4" of water on plane. State draft depth on plane: <u>4"-5"</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Should draft in 4-10" of water at idle.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Should be able to accelerate from full stop and get on plane within 50'.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Should be able to walk around the front of helm without stepping up on a deck.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	J- Max Fire Pump Option for Jet Drive	<input type="checkbox"/>	<input checked="" type="checkbox"/>

TRAILER

		RESPONSE	
		YES	NO
1	Sized and configured for boat.	<u>X</u>	_____
2	Aluminum or galvanized steel construction.	<u>X</u>	_____
3	Carpeted or rolled bunk boards or equivalent.	<u>X</u>	_____
4	Mounted spare tire.	<u>X</u>	_____
5	Single axle rated for the boat.	<u>X</u>	_____
6	Wired and lighted with LED lights.	<u>X</u>	_____
7	Wheeled jack stand.	<u>X</u>	_____
8	Safety chains.	<u>X</u>	_____
9	A skid bar should be fabricated in front of the trailer axle to prevent axle drag while exiting boat ramps. (see pictures below)	<u>X</u>	_____



GENERAL

		RESPONSE	
		YES	NO
1	State the maximum rated number of personnel.	<u>5 Persons</u>	_____
2	State the maximum rated weight capacity.	<u>1800 lbs.</u>	_____
3	State the dry weight of your boat in the specified configuration.	<u>2250 ≈</u>	_____
4	State welding method.	<u>Mig & Tig Heliarc</u>	_____

		RESPONSE	
		YES	NO
5	Do you provide any type of impeller housing upgrade? If so, describe and list benefits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Stainless Steel insert in wear ring housing
for long lasting impeller clearance. Will
outlast stock Aluminum or plastic inserts.

6	KEYS: Provide six (6) OEM ignition keys.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Continuous 1" inner handrail.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Supply estimated delivery days <u>90 days</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Supply instructor and one day of acceptance testing to insure craft is fully operational to all operations of Boat and Motor	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Proprietary Items and Construction Questions:

1. Do you provide any type of impeller housing upgrade? If so, describe and list benefits.
Stainless steel insert in wear ring housing
for long lasting impeller clearance. Will
outlast stock aluminum or plastic inserts
2. Do you provide any type of full length, internal, hand rail along the gunnels? Yes
3. What is the maximum rated number of personnel? 5
4. What is the maximum rated weight capacity? 1800
5. What is the dry weight of boat in the specified configuration? 2250 ≈
6. Describe welding method. Mig & Tig Helium

BASE BID

ITEM	PRICE
RESCUE BOAT AND TRAILER MEETING MINIMUM SPECIFICATIONS INCLUDING DELIVERY TO CHEROKEE COUNTY	\$68,687. ⁰⁰

OPTIONAL BID ITEMS

ITEM	PRICE
WATERPROOF MOBILE RADIO COMPARTMENT MOUNTED IN BOAT WITH EXTERNAL SPEAKER	\$350. ⁰⁰
M-JAX FIRE PUMP ATTACHMENT FOR JET DRIVE	No Bid
SELF CONTAINED PORTABLE FIRE PUMP GASOLINE OR DIESEL ENGINE (MINIMUM 16 HP WITH FIRE FLOW OF 60 GPM OR GREATER)	No Bid
TWO (2) FORWARD MOUNTED LED FLOOD LIGHTS WITH ADJUSTABLE MOUNTING BRACKET (WHELEN MODEL PSP1 OR EQUIVALENT) – PRICE SHOULD BE FOR TWO FLOOD LIGHTS – NOT PER	\$2020. ⁰⁰
VHF MARINE RADIO AND ANTENNA, MOUNTED	\$780. ⁰⁰
HUMMINGBIRD 1998C SI COMBO SIDE IMAGINE SONAR/EXTERNAL GPS COMBO (SEE SECTION V.H FOR SPECIFICATIONS)	\$3050. ⁰⁰

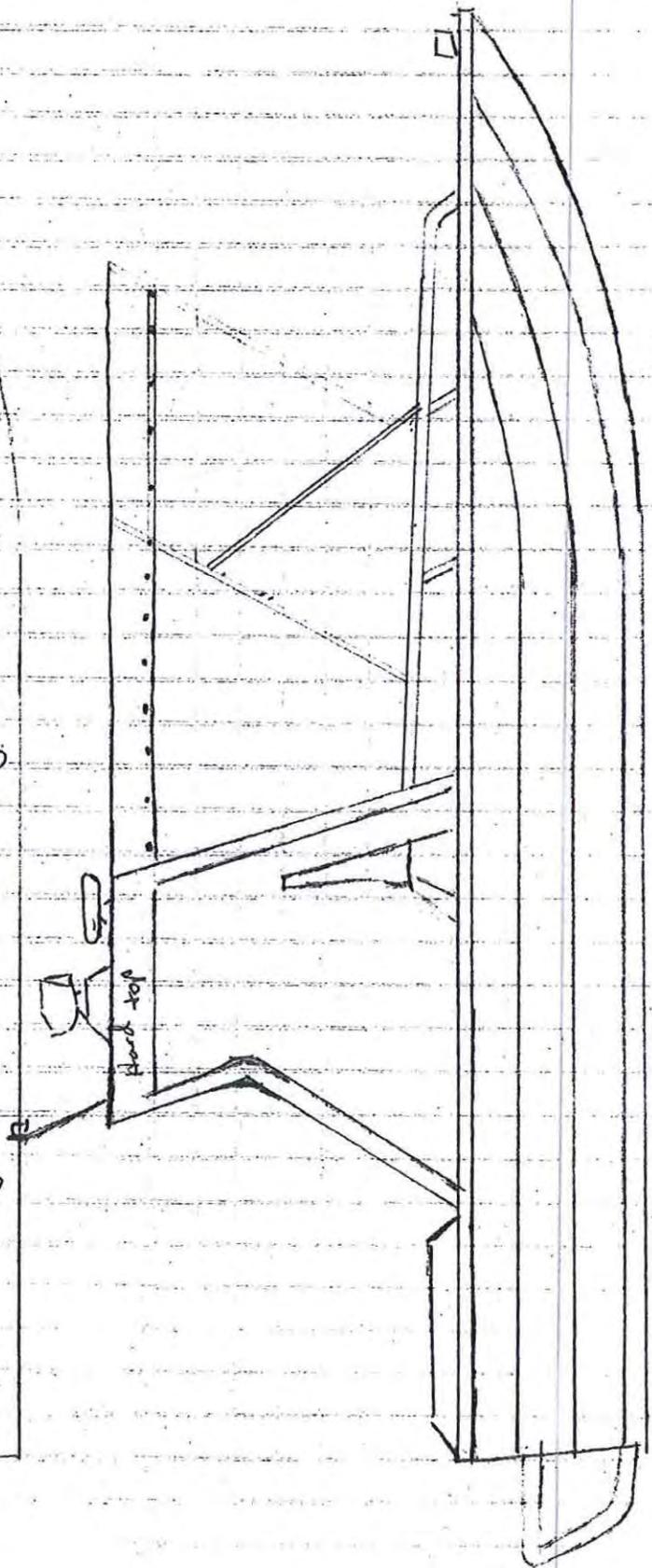
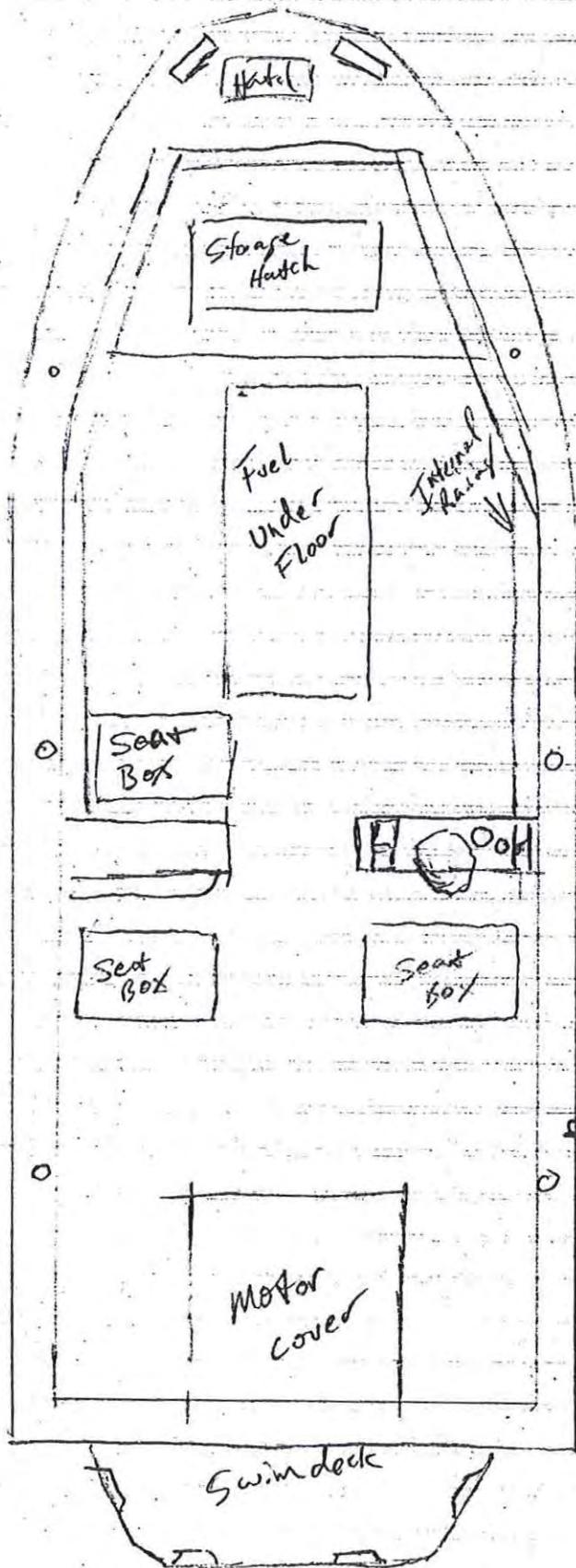
* END PROPOSAL AND ACKNOWLEDGEMENT FORM *

RM - RMX JETBOATS

CHEROKEE COUNTY FIRE RESCUE BOAT

2012

Quantity	Specification	Description	price	amount
1		RMX 18 OPEN CENTER CONSOLE	\$33,350.00	\$33,350.00
1		9 STRINGER BOTTOM EXTRA H-D 96" beam 72" bottom	\$0.00	\$0.00
1		3/16" THICKNESS RMX BOTTOM - 5" TAPER CHINES - DELTA		
1		BOTTOM 10 DEGREE DEADRISE	\$1,100.00	\$1,100.00
2		ADD PER FOOT IN LENGTH	\$1,450.00	\$2,900.00
1		3/8" FULL BOTTOM UHMW PLASTIC	\$3,450.00	\$3,450.00
1		200 SPORTJET OPTIMAX W/ MUFFLERS	\$0.00	\$0.00
1		HEAVY DUTY STAINLESS STEEL STOMP GRATE	\$1,100.00	\$1,100.00
1		TUNNEL TRANSITION TO INTAKE	\$0.00	\$0.00
1		DUAL BATTERY SYSTEM WITH SELECTOR SWITCH & CHARGER	\$660.00	\$660.00
1		SAND TRAP ON COOLING SYSTEM	\$175.00	\$175.00
1		SWIM DECK, JET GUARD BED LINED	\$95.00	\$95.00
2		OVER SIZE WELDED TRANSDUCER BRACKETS	\$80.00	\$160.00
1		SS WEAR RING WTH HIGH SKEW IMPELLER	\$330.00	\$330.00
1		RM REVERSE BUCKET	\$0.00	\$0.00
3		SEAT/ STORAGE BOXES HINGED WITH CONTROL CABELS	\$775.00	\$2,325.00
1		ALUMINUM PLATE FLOORS	\$700.00	\$700.00
1		DUAL CONSOLE WITH CENTER WALK THRU	\$1,200.00	\$1,200.00
4		AUX 12 V PLUGS	\$80.00	\$320.00
1		FRONT DECK RAISED WITH STORAGE COMPT. LIDS LATCHING	\$360.00	\$360.00
1	FIRE ENG. RED	FLOORS AND INTERIOR WALLS BED LINED (TINTABLE RED)	\$950.00	\$950.00
1	FIRE ENG. RED	HARD ROOF CANOPY WITH LIGHT BAR	\$1,700.00	\$1,700.00
1	FIRE ENG. RED	CONSOLE & WINDSCREEN	\$695.00	\$695.00
1	FIRE ENG. RED	SIDE PAINT 1/3 PANEL	\$995.00	\$995.00
2		STEEL WINCH RECIEVERS (FRONT AND REAR)	\$315.00	\$630.00
1		LED DECK LIGHTING (COCK PIT / DECK AREAS)	\$340.00	\$340.00
1		4 GANG SWITCH PANEL AUX.	\$105.00	\$105.00
1		LED NAVIGATION LIGHT UPGRADE	\$60.00	\$60.00
1		REAR LED LIGHT	\$65.00	\$65.00
1		ENGINE KILL SWITCH WITH LANYARD AND EXTRA LANYARD	\$120.00	\$120.00
1		EXTRA BILGE PUMP WITH FLOAT SWITCH	\$160.00	\$160.00
1		AUX FUSE PANEL UNDER DASH	\$110.00	\$110.00
1		STRYKER GO LIGHT WITH REMOTE (TOP MOUNTED)	\$445.00	\$445.00
1		WHELEN EPSILON SIREN W/ PA	\$600.00	\$600.00
1	OPTIONAL	WATER TIGHT COMPARTMENT UNDER DASH	\$350.00	\$0.00
1		WHELEN MINI LIBERTY 6 LED EMERGENCY LIGHT BAR, RED LED	\$1,187.00	\$1,187.00
1		FULL LENGTH INTERNAL GRAB RAIL	\$300.00	\$300.00
2		FULL SIDE TRAYS	\$0.00	\$0.00
1	OPTIONAL	FORWARD MOUNTED LED FLOOD LIGHTS WHELEN PSP1	\$1,010.00	\$0.00
6		SPARE IGNITION KEYS	\$7.00	\$42.00
1	GATEWAY 3500	TRAILER - SINGLE AXLE GALVANIZED - LED LIGHTS- TOUNG JACK		
1		WINCH -15" WHEELS	\$4,493.00	\$4,493.00
1		SPARE TIRE AND MOUNT	\$295.00	\$295.00
1	CUSTOM	TRAILER AXEL SKID BAR	\$170.00	\$170.00
1	OPTIONAL	VHF MARINE RADIO WITH ANTENNA WITH EXTERNAL SPEAKER	\$780.00	\$0.00
1	OPTIONAL	HUMMINGBIRD 1198 C SI SIDE IMAGE SONAR GPS COMBO	\$3,050.00	\$0.00
1		FOLDING SOFT CANOPY, COVERS FRONT DECK AREA	\$1,500.00	\$1,500.00
1		Standard features include : Mercury 200 sportjet Optimax, top control,		
1		Smartcraft instruments, 30 gallon fuel tank, fuel water seperator		\$0.00
1		marine battery, oil tank, swim deck with side steps. Bilge blower, bilge pump		\$0.00
1		navagation lights, graphics, horn, dual drain plugs, tie downs,		\$0.00
1		insulated motor cover, 4 cleats. Trailers have UHMW bunks/ side guides		\$0.00
1		DELIVERY TO CHEROKEE COUNTY GA	\$3,500.00	\$3,500.00
1		PROVIDE ONE DAY INSTRUCTOR	\$2,000.00	\$2,000.00
				\$68,687.00





**RESOLUTION CALLING FOR VOTER
REFERENDUM AT A SPECIAL ELECTION
REGARDING IMPOSITION OF RETAIL
HOMESTEAD OPTION SALES AND USE
TAX**

WHEREAS, the Georgia General Assembly has adopted an Act approved by the Governor on April 12, 2012 numbered Act No. 561, Senate Bill No. 514 (the “Act”) providing for a homestead exemption from Cherokee County ad valorem taxes for county purposes in an amount as determined from the proceeds generated from the collection of the retail homestead option sales and use tax for residents of Cherokee County, subject to the electors of the special district, the boundary of which is coterminous with Cherokee County, approving the imposition of the retail homestead option sales and use tax at a special election conducted on the Tuesday after the first Monday in November, 2012; and

WHEREAS, the Act is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, pursuant to O.C.G.A. § 48-8-103(a), the County is authorized to call for a referendum election at a special election on the question of whether the sales and use tax authorized by the Act and O.C.G.A. § 48-8-102 shall be imposed, and to have the election superintendent issue a call for the referendum election and have the question placed on a ballot; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the County and for the promotion of participation in the public process to allow the citizens of the County to make their wishes known through such a referendum.

NOW, THEREFORE, THE CHEROKEE COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES to place on the ballot for November 6, 2012, pursuant to O.C.G.A. § 48-8-103(a), the following question:

- “() YES Shall a retail homestead option sales and use tax of 1 percent be levied within the special district within Cherokee County for the purpose of funding capital outlay projects and of funding services to replace
- () NO revenue lost to an additional homestead exemption of up to 100 percent of the assessed value of homesteads from county taxes for county purposes?”

County staff shall coordinate with the Cherokee County Board of Elections & Registration to place this question on the ballot, the ballot question provided for under the Act, and the statement preceding the ballot questions required under O.C.G.A. § 48-8-103(a), and to provide all notices required by State law for conducting the referendum in conjunction with the November 6, 2012 election.

BE IT THEREFORE RESOLVED that this Resolution shall provide further authorization for the Cherokee County Board of Commissioners to adopt a resolution pursuant to and in accordance with the provisions of O.C.G.A. § 48-8-103(c) imposing the sales and use tax authorized by O.C.G.A. § 48-8-102 upon certification of the November 6, 2012 election results confirming passage of the referendum called for by this resolution.

BE IT FURTHER RESOLVED that the Resolution shall also serve as authority for the Cherokee County government to take all steps necessary to conduct said election, including appropriate preclearance with the U.S. Department of Justice under the Voting Rights Act.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Commissioners of Cherokee County, Georgia this 10th day of July, 2012.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. “Buzz” Ahrens, Chairman

Harry Johnston, Post 1

Jim Hubbard, Post 2

Karen Bosch, Post 3

Jason A. Nelms, Post 4

ATTEST:

Christy Black, County Clerk



ENROLLMENT

March 27, 2012
The Subcommittee of the Senate on Enrolling and Journals has examined the within and finds the same properly enrolled.

Don Balfour
Chairman

Cassy Cash
President of the Senate

Robert F. Curing
Secretary of the Senate

David Dalton
Speaker of the House

Robert R. Riney
Clerk of the House

Received [Signature]
Secretary, Executive Department

This 4th day of April 2012

Approved
Nathan Deal
Governor

This 12 day of April 2012

S.B. No. 514 Act No. 561

GENERAL ASSEMBLY



AN ACT

To provide a homestead exemption from Cherokee County ad valorem taxes for county purposes in an amount as determined from the proceeds generated from the collection of the retail homestead option sales and use tax for residents of that county; to provide for definitions; to specify the terms and conditions of the exemption and the procedures relating thereto; to provide for applicability; to provide for a referendum, effective dates, and automatic repeal; and for other purposes.

IN SENATE

Read 1st time Mar. 7, 2012
Read 2nd time
Read 3rd time Mar. 13, 2012
And Passed
Yeas 46 Nays 0

[Signature]
Secretary of the Senate

IN HOUSE

Read 1st time Mar. 14, 2012
Read 2nd time Mar. 19, 2012
Read 3rd time Mar. 27, 2012
And Passed
Yeas 140 Nays 3

[Signature]
Clerk of the House

By: Senator Rogers of the 21st

AN ACT

To provide a homestead exemption from Cherokee County ad valorem taxes for county purposes in an amount as determined from the proceeds generated from the collection of the retail homestead option sales and use tax for residents of that county; to provide for definitions; to specify the terms and conditions of the exemption and the procedures relating thereto; to provide for applicability; to provide for a referendum, effective dates, and automatic repeal; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

- (a) For the purposes of this Act, the terms used in this Act shall have the same meaning as such terms are defined in Article 2A of Chapter 8 of Title 48 of the O.C.G.A., the "Homestead Option Sales and Use Tax Act," as amended.
- (b) Each resident of Cherokee County is granted an additional exemption on that person's homestead from all Cherokee County ad valorem taxes for county purposes in an amount authorized by and calculated pursuant to Article 2A of Chapter 8 of Title 48 of the O.C.G.A., as amended, for the immediately preceding taxable year as determined by the tax commissioner of Cherokee County. This homestead exemption shall commence on January 1 of the year immediately following the first complete calendar year in which the sales and use tax was levied under Article 2A of Chapter 8 of Title 48 of the O.C.G.A., as amended. The value of that property in excess of such exempted amount shall remain subject to taxation.
- (c) The tax commissioner of Cherokee County shall provide application forms for the exemption granted by subsection (b) of this section and shall require such information as may be necessary to determine the initial and continuing eligibility of the owner for such exemption.
- (d) The exemption shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A., as amended. The exemption shall be automatically renewed from year to year as long as the person granted the homestead exemption under subsection (b) of this section occupies the residence as a homestead. After a person has filed the proper application as provided in subsection (c) of this section, it shall not be necessary to make application thereafter for any year, and the exemption shall continue to be allowed to such person. It shall be the duty of any person granted the homestead exemption under subsection (b) of this

section to notify the tax commissioner of Cherokee County in the event that person for any reason becomes ineligible for such exemption.

(e) The exemption granted by subsection (b) of this section shall not apply to or affect any state ad valorem taxes, county or independent school district ad valorem taxes for educational purposes, or municipal ad valorem taxes for municipal purposes. The homestead exemption granted by subsection (b) of this section shall be in addition to and not in lieu of any other homestead exemption applicable to Cherokee County ad valorem taxes for county purposes.

(f) The exemption granted by subsection (b) of this section shall only become effective if the electors of the special district, the boundary of which is conterminous with Cherokee County, approve the imposition of a local option sales and use tax pursuant to Article 2A of Chapter 8 of Title 48 of the O.C.G.A., as amended, at a special election conducted on the same date as the election provided for under Section 2 of this Act.

(g) The exemption granted by subsection (b) of this section shall apply to all taxable years beginning on or after January 1 of the year specified by subsection (b) of this section.

SECTION 2.

Unless prohibited by the federal Voting Rights Act of 1965, as amended, the election superintendent of Cherokee County shall call and conduct a special election as provided in this section for the purpose of submitting this Act to the electors of Cherokee County for approval or rejection. The election superintendent shall conduct that special election on the Tuesday after the first Monday in November, 2012, and shall issue the call and conduct that election as provided by general law. The election superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of Cherokee County. The ballot shall have written or printed thereon the words:

- "() YES Shall the Act be approved which provides a homestead exemption from Cherokee County ad valorem taxes for county purposes of up to 100 percent
() NO as determined from the proceeds generated from the collection of a retail homestead option sales and use tax for residents of Cherokee County?"

All persons desiring to vote for approval of the Act shall vote "Yes," and all persons desiring to vote for rejection of the Act shall vote "No." If more than one-half of the votes cast on such question are for approval of the Act, Section 1 of this Act shall become of full force and effect immediately and shall be applicable to all taxable years specified by subsection (b) of Section 1 of this Act. If the Act is not so approved, if the election is not conducted as provided in this section, or if the condition specified in subsection (f) of Section 1 of this Act

is not met, Section 1 of this Act shall not become effective, and this Act shall be automatically repealed on the first day of January immediately following that election date. The expense of such election shall be borne by Cherokee County. It shall be the election superintendent's duty to certify the result thereof to the Secretary of State.

SECTION 3.

Except as otherwise provided in Section 2 of this Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

APPROVED

APR 12 2012

BY GOVERNOR

**NOTICE OF INTENTION TO
INTRODUCE LOCAL LEGISLATION**

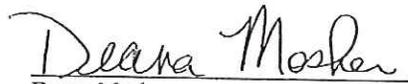
Notice is given that there will be introduced at the regular 2012 session of the General Assembly of Georgia a bill to provide a homestead exemption from Cherokee County ad valorem taxes for county purposes in an amount as determined from the proceeds generated from the collection of the retail homestead option sales and use tax for residents of that county; and for other purposes.

GEORGIA, FULTON COUNTY

Personally appeared before me, the undersigned authority, duly authorized to administer oaths, Chip Rogers, who on oath deposes and says that he is the Senator from District 21 and further deposes and says that the attached Notice of Intention to Introduce Local Legislation was published in the Cherokee Tribune which is the official organ of Cherokee County on February 22, 2012, and that the notice requirements of Code Section 28-1-14 have been met.


Chip Rogers
Senator, District 21

Sworn to and subscribed before me,
this 29th day of February 2012.


Deana Mosher
Notary Public, Henry County, Georgia
My Commission Expires Aug. 25, 2015
(SEAL)





OFFICE OF SECRETARY OF STATE

**I, Brian P. Kemp, Secretary of State
of the State of Georgia, do hereby
certify that**

the five pages of photocopied matter hereto attached contains a true
and correct copy of an Act approved by the Governor on April 12,
2012 numbered Act No. 561, Senate Bill No. 514; all as same
appear of file and record in this office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
the seal of my office, at the Capitol, in the City of Atlanta, this
1st day of May, in the year of our Lord Two Thousand and
Twelve and of the Independence of the United
States of America the Two Hundred and Thirty-Sixth.

B. P. Kemp

Brian P. Kemp, Secretary of State