# Meeting Schedule

**Macon-Bibb County Commission**

**Meeting Schedule**

**Tuesday, March 24, 2015**

**LARGE CONFERENCE ROOM**

**Government Center**

700 Poplar Street

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
</tr>
<tr>
<td></td>
<td>Commissioner Bechtel - Chairman</td>
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<tr>
<td></td>
<td>Commissioner Lucas - Vice Chairman</td>
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<td></td>
<td>Commissioner Schlesinger</td>
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<td></td>
<td>Commissioner Shepherd</td>
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<td></td>
<td>Commissioner Watkins</td>
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</tbody>
</table>

|              | Economic & Community Development Committee |
|              | Commissioner Schlesinger - Chairman |
|              | Commissioner Lucas - Vice Chairman |
|              | Commissioner DeFore |
|              | Commissioner Tillman |
|              | Commissioner Watkins |

| 11:00 a.m.   | Committee of the Whole |
|              | Executive Session |
|              | EMA Bunker |

|              | All Commissioners |

|              | Public Safety Committee |
|              | Commissioner Shepherd – Chairman |
|              | Commissioner Watkins – Vice Chairman |
|              | Commissioner Jones |
|              | Commissioner Lucas |
|              | Commissioner Schlesinger |

|              | Lunch |
|              | All Commissioners |
|              | Small Conference Room |

**Note:** Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.
Tuesday, March 24, 2015
OPERATIONS AND FINANCE COMMITTEE

Commissioner Gary Bechtel - Chairman
Commissioner Elaine Lucas - Vice Chairman
Commissioner Virgil Watkins
Commissioner Scotty Shepherd
Commissioner Larry Schlesinger
Staff Contact: Charles Coney

1. APPROVAL OF MINUTES

Subject A. Approval of Minutes From the March 10, 2015 Meeting
Meeting Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
3-10-2015.pdf (23 KB)

2. EARLY RETIREMENT INCENTIVE PROGRAM

Subject A. Update on Early Retirement Incentive Program
Meeting Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 2. EARLY RETIREMENT INCENTIVE PROGRAM
Access Public
Type Information

3. AGREEMENTS TO BE EXECUTED

Subject A. A Resolution Authorizing The Mayor To Execute An Agreement For The Purchase Of A Roll Off / On Truck Body with Hoist From Middle Georgia Freightliner In The Amount of $141,555
Meeting Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 3. AGREEMENTS TO BE EXECUTED
Access Public
Type Action

File Attachments
Subject: B. A Resolution Authorizing the Mayor to Execute an Agreement With Dmaero, LLC For The Lease Of Office Space At 2168 Flight Line Blvd Located At The Middle Georgia Regional Airport In the Amount of $4,000 Per Month On A Month-To-Month Basis
Meeting: Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
3-24-2015 - Res Aornt DMAERO LLC Lease 2168 MGRA $4000.pdf (3.484 KB)

Subject: C. A Resolution Authorizing The Mayor To Execute An Agreement With Middle Georgia Truck Repair, Inc. D/B/A Middle Georgia Freightliner - Isuzu, for The Purchase of a 2015 Sewer Vac Truck (2015 114SD Freightliner With Combination Sewer Cleaner) For Use By The Public Works Department In the Amount of $307,500 To Be Paid From Budgeted Funds
Meeting: Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
3-24-2015 - Res Aornt GA Truck Repair Sewer Vack Truck $307500 Part 2.pdf (1,456 KB)

Subject: D. A Resolution To Approve The Selection Of Elite Flooring Contractors, LLC As The Supplier Of Flooring For the Middle Georgia Regional Commission In the Amount of $57,899; Authorize the Mayor to Execute the Purchase Agreement to Be Paid From Middle Georgia Regional Commission Budget Funds
Meeting: Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
3-24-2015 - Res Aornt Elite Flooring for MGRC $57899.00 (Part 1 of 2).pdf (4,253 KB)

4. EXCHANGE OF PROPERTY WITH MERCER UNIVERSITY
5. SOCIAL SECURITY REFERENDUM

Subject: A Resolution Requesting The Governor of Georgia To Authorize The Necessary Referendum Among Eligible Employees to Allow Said Employees to Remain Covered By Social Security Under A New 218 Agreement Between Macon-Bibb County And the Social Security Administration

Meeting: Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 5. SOCIAL SECURITY REFERENDUM

Access: Public

Type: Action

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
3-24-2015 - Res Coverage by Social Security New 218 Agreement.pdf (177 KB)

6. NAMING RIGHTS PARTNER

Subject: A Resolution To Support A Request For Proposals Be Issued Regarding A Naming Rights Partner For The Macon Centreplex And The Macon City Auditorium

Meeting: Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 6. NAMING RIGHTS PARTNER

Access: Public

Type: Action

File Attachments
3-24-2015 - Res Naming Rights Partner.pdf (201 KB)
8. SUPPLEMENTAL BUDGET REQUESTS

Subject A. New Agenda Item
Meeting Mar 24, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 8. SUPPLEMENTAL BUDGET REQUESTS
Access Public

Type

File Attachments
3-24-2015 - Supplemental for Noble-Centreplex.doc (26 KB)

9. TRANSFER OF FUNDS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

March 10, 2015

The Operations and Finance Committee was called to order at 9:00 a.m. by Committee Chairman Gary Bechtel.

COMMITTEE MEMBERS PRESENT:
Commissioner Gary Bechtel – Chairman
Commissioner Elaine Lucas – Vice Chairman
Commissioner Virgil Watkins
Commissioner Scotty Shepherd
Commissioner Larry Schlesinger

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Ed DeFore
Commissioner Al Tillman
Charles Coney, Assistant County Manager
Steve Layson, Assistant County Manager
Julie Moore, Assistant to the County Manager
Chris Floore, Assistant to the County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reginald McClendon, Asst. County Attorney
Opie Bowen, Asst. County Attorney
Janice Ross, Training and Events Coordinator
Jean Howard, Clerk of the Commission
Ben Hubbard, Director of Human Resources
Gene Simonds, Director of Facilities Management
Karen McDuffie, Budget and Strategic Planning
Andrea Crutchfield, Chief Appraiser
Nigel Floyd, Traffic Engineering
Deborah Martin, Sheriff's Office
Marvin Riggins, Fire Chief
Henderson Carswell, Sheriff's Office
Wanzina Jackson, Director of Economic and Community Dev.

VISITORS/GUESTS:
Brittany Childs, Industrial Authority

NEWS MEDIA
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Anita Oh, WMAZ TV

1. Approval of minutes from the February 24, 2015 meeting

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner and carried unanimously with Commissioners Lucas, Bechtel and Watkins voting in the affirmative, the minutes of February 24, 2015 were approved as written.
2. Early Retirement Incentive Program

Discussion

Julie Moore, Assistant to the County Manager, stated that she would be bringing a proposal regarding the Early Retirement Incentive Program in the next fourteen days for the Commissioners to review. The Resolution will need to be voted on at two regularly scheduled meetings. Ms. Moore continued that there are three different retirement plans which will require the actuarial team to take more time to figure the impact of the retirements. She continued that if the Commissioners approve the plan, employees could begin taking advantage of the offers in April or May. Ben Hubbard, Director of Human Resources stated that there are currently 360 employees eligible for retirement with 102 of those being in the Sheriff’s Office and about 60 more being firefighters. These employees would most likely have to be replaced. Ms. Moore stated that she would like to see a cap placed on how many workers could retire and a cap on how many of these employees would need to be replaced.

3. Level Funding Support for All Departments and Agencies

Discussion

Commissioner Watkins stated that he was the sponsor of the resolution. He stated he proposed the resolution due to his belief that any further cuts to departmental budgets will seriously hurt public services, especially if many employees take the proposed incentive to retire. He stated that he understood that if it be the will of the committee, the resolution would be tabled.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger, Bechtel and Watkins voting in the affirmative, the resolution to support level funding of all departments and agencies of Macon – Bibb County for fiscal year 2016 was tabled.

4. Agreements to Be Executed

A. A resolution to authorize the Mayor to execute an Intergovernmental Agreement between Macon-Bibb County and Office of the Secretary of State to provide fiber-optic connectivity to the local Secretary of State office.

Discussion

Commissioner Bechtel stated that this item was not ready for action so it was being removed from the agenda.

5. Appointment To the Macon Pension and Retirement System

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the resolution confirming the Mayor’s appointment of Pearlie Tolliver to Post Seven of the Retirement Committee for the Macon Pension and Retirement Systems,
Division A for the remainder of the unexpired term of outgoing Chairperson Lauren Benedict was approved.

6. Amending The Code of Ordinances

Discussion

Ben Hubbard, Director of Human Resources, stated that due to the Fire Civil Service Board, the question regarding criminal background would be asked on the first interview. Therefore, the ordinance Section 18.7 needs to be amended to include the Fire Civil Service Board.

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried four to one with Commissioners Shepherd, and Lucas voting in the affirmative, and Commissioner Bechtel casting the dissenting vote, the ordinance, Section 18.7 was amended to read “Furthermore, positions with the Macon-Bibb County Fire Department shall also be exempt from the provisions of this Article” was approved.

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried four to one with Commissioners Shepherd, and Lucas voting in the affirmative, and Commissioner Bechtel casting the dissenting vote, the ordinance amending Article I, Chapter 18, to codify language regarding the “Ban the Box” initiative, to update the application process for the employment of ex-offenders was approved.


Discussion

Commissioner Schlesinger stated that he had sponsored the resolution due to the recent events that occurred at the Fire Department where firefighters were required to use their sick leave before their workman compensation started. Mayor Reichert stated that when Consolidation occurred, the City's policy allowed for the use of Administrative Leave, which was left to the discretion of the department head, was inadvertently left out. Ben Hubbard stated that he would like to see the policy extended to all employees and not just the Fire Department. He further stated Public Works employees ranked high on the possibility of accidents. Judd Drake, County Attorney, stated that this topic should be an ordinance and not a resolution due to it involving a personnel policy.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the resolution was changed to be an Ordinance to amend the Policies and Procedures Manual.
ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the ordinance to amend Section 8.09 to read “Any Macon-Bibb County department head may, at their discretion and subject to the approval of the Mayor grant administrative leave to personnel under his or her supervision with pay, under extraordinary circumstances. Leave under this section may not exceed a total of five (5) days in any one calendar year. This provision shall be applied retroactively to February 1, 2015” was approved.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the amended ordinance to amend the Policies and Procedures Manual’s Section 8: Leave, by Adding Section 8.09 Macon – Bibb County Fire Department – Administrative Leave was approved.

8. Grant Request and Awards

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the resolution authorizing the acceptance of the sponsorship for three staff members to attend the Reclaiming Vacant Properties Conference in Detroit Grant in the amount of $5,000 awarded from the Community Foundation of Central Georgia to the Mayor’s Office was approved.

9. Supplemental Budget Request

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the resolution to approve an amendment to the Economic and Community Development Department CDBG Budget for Fiscal Year 2015 was approved.

10. Transfer of Funds

- To transfer $177,970 within the Sheriff’s Office as follows:
  - Court Security - $11,500 Operation Equip to Energy/Maintenance
  - Corrections - $40,000 Operating/Supplies to Energy and Utilities
  - Patrol - $77,000 Repairs/Maint to Repairs Outside Contracts
  - Detention - $10,070 Cleaning Service to Energy and Utilities
  - CID - $24,400 Repairs/Maint to Communications/Contract labor
  - Criminal Inv - $15,000 Repairs/Maint to Repairs Outside Contract
**ACTION**

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the transfer of funds within the Sheriff's Office was approved.

- To transfer $59,000 within the Airport from Contractual Services and Energy Utilities to Building Improvements

**ACTION**

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the transfer of funds within the Airport was approved.

- To transfer $17,500 within Human Resource budget from Professional Services to Contracts others.

**ACTION**

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the transfer of funds within the Human Resources Department was approved.

There being no further business, the meeting was adjourned.

Prepared By:

Janice S. Ross

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A ROLL OFF/ON TRUCK BODY WITH HOIST FROM MIDDLE GEORGIA FREIGHTLINER IN THE AMOUNT OF $141,555.00; AND FOR OTHER PURPOSES.

WHEREAS, on or about March 3, 2015, Macon-Bibb County released an invitation for bids regarding an roll off/on truck body with hoist; and

WHEREAS, the Macon-Bibb County Procurement Department received bids from six (6) companies regarding the proposed request; and

WHEREAS, Middle Georgia Freightliner based in Macon, Georgia, submitted the lowest proposed bid for the truck; and

WHEREAS, the bid submitted by Middle Georgia Freightliner was one hundred forty one thousand five hundred fifty-five dollars and No/100s ($141,555.00); and

WHEREAS, the Macon-Bibb County Solid Waste Department recommended that the bid be awarded to Middle Georgia Freightliner; and

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement for the purchase of a roll off/on truck body with hoist from Middle Georgia Freightliner for one hundred forty one thousand five hundred fifty-five dollars and No/100s ($141,555.00) in form to be approved by the County Attorney’s Office.

SO RESOLVED this ___ day of ______________, 2015.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ________________________________

JEAN S. HOWARD, Clerk of Commission

(SEAL)
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY CODE/DESC</th>
<th>PROJECT</th>
<th>CI/AGG/CGO/BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/6/2015</td>
<td>070-45</td>
<td>ROLL OFF/ON TRUCK BODY W/ HOIST</td>
<td>541.4530.542100 / CAPITAL OUTLAY</td>
<td>DOREEN EIDMANN</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:
- ☒ Buyer's Award Recommendation (this form)
- ✗ User Department Recommendation
- ☒ Official Bid Tabulation
- ☒ Copy of Recommended Vendor's bid
- ☐ Addenda (if any)
- ✗ Original Invitation for Bids

After reviewing all proposals, the committee recommends: ☒ Award as Follows  ☐ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIDDLE GA FREIGHTLINER</td>
<td>$141,555.00</td>
</tr>
</tbody>
</table>

If recommending other than the lowest proposer please answer the following:
Did the low proposer meet the requirements of the bid? ☐ Yes ☐ No ☒ N/A

If recommending other than the lowest proposer please answer the following:

<table>
<thead>
<tr>
<th>Requirement(s) not stated in the bid</th>
<th>How low bidder did not meet the specifications</th>
</tr>
</thead>
</table>

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☐ Other ☒ N/A

Award Requirements:
- ☐ HOLD FOR MBCC AWARD
- ☐ HOLD FOR MBCC ACTION

Details of solicitation process:
Invitation for Bids (IFB) # 15-046-DAB was published on 3/03/2015. Advertised on Macon-Bibb County's Procurement page, and posted to the Georgia Procurement Registry (State Purchasing) where one hundred (100) additional vendors were notified. On the published due date (02/19/2015), six (6) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, the local vendor (Middle Georgia Freightliner), who was the low bidder, whose total bid price was $141,555.00 was recommended for award. Procurement concurs with this award.

I have read the recommendation prepared by the department and agree with their recommendation. ☒ Yes ☐ No

<table>
<thead>
<tr>
<th>TITLE</th>
<th>SIGNATURE</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>Procurement Facilitator</td>
<td>[Signature]</td>
<td>3/9/15</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>[Signature]</td>
<td>3/9/2015</td>
</tr>
<tr>
<td>Mayor</td>
<td>[Signature]</td>
<td>3/9/2015</td>
</tr>
</tbody>
</table>
Macon-Bibb County Procurement Department
Recommendation of Award
(To be completed by the Department Head)

To: Chuckcey Wilmore
From: Kevin Barkley

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>Date</th>
<th>Bid No.</th>
<th>Commodity or Desc.</th>
<th>Department</th>
<th>AMT Budgeted</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/25/14</td>
<td>15-046-DAE</td>
<td>Roll-off Truck and Hoist</td>
<td>Solid Waste Dept.</td>
<td>$150,000.00</td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend: X-Award as follows

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mid Georgia Freightliner</td>
<td>$141,555.00</td>
</tr>
</tbody>
</table>

If recommending other than the lowest bidder please answer the following:

Did the low bidder meet the requirements of the bid?  □ Yes  □ No (explain below)

<table>
<thead>
<tr>
<th>Requirement as Stated in the Bid</th>
<th>How Low Bid Does Not Meet the Requirements</th>
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</tbody>
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Indicate why all bids should be rejected (Check all that apply):  □ Over budget  □ Non meet specifications  □ Other

<table>
<thead>
<tr>
<th>Rejection Justification</th>
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<tbody>
<tr>
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Name: Kevin Barkley
Title: Director Solid Waste Dept.
Signature: [Signature]
Date: 2/26/15
## Attachment “A”
Required Submission Documents

### BIDDER INFORMATION

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Middle Georgia Freightliner-Isuzu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td>6391 Hawkinsville Rd, Macon GA 31216</td>
</tr>
<tr>
<td>Authorized By (typed or printed name):</td>
<td>Wes Hearn</td>
</tr>
<tr>
<td>Title:</td>
<td>Sales Rep</td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Date:</td>
<td>2-16-15</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>478-788-4601</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>478-781-0966</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:weshearn@gtatrucks.com">weshearn@gtatrucks.com</a></td>
</tr>
<tr>
<td>Company’s Web Page:</td>
<td><a href="http://www.gatrucks.com">www.gatrucks.com</a></td>
</tr>
</tbody>
</table>

### REMITTANCE INFORMATION (where payments should be sent)

| Remit to Name: | Middle Georgia Freightliner-Isuzu |
| Remit to Address: | 6391 Hawkinsville Rd |
| City: | Macon |
| State: | GA |
| Zip: | 31216 |
| County: | Bibb |
| Phone: | 478-788-4601 |
| Fax: | 478-781-0966 |
| Toll Free: | 800-899-8696 |
| Contact: | Wes Hearn |
| Email: | weshearn@gtatrucks.com |
| Tax ID: | □ SSN □ Federal Tax ID 58-1214476 |
| Business Type: | □ Individual □ Business □ Misc. |

### PURCHASE ORDER INFORMATION (where purchase orders should be sent)

| Purchase Order Name: | Middle Georgia Freightliner-Isuzu |
| Purchase Order Address: | 6391 Hawkinsville Rd |
| City: | Macon |
| State: | GA |
| Zip: | 31216 |
| County: | Bibb |
| Phone: | 478-788-4601 |
| Fax: | 478-781-0966 |
| Toll Free: | 800-899-8696 |
| Contact: | Wes Hearn |
| Email: | weshearn@gtatrucks.com |
| Payment Terms: Discount | % |
| No. Days | Net Due 0-30 days |
| Freight Terms: Ship Via: | FOB will deliver |

### MBE/DBE/WBE STATUS (check appropriate box(es)):

- □ African American □ Hispanic □ Native American □ Asian American
- □ Disabled □ Veteran □ Woman-Owned □ Not-Applicable
Attachment “A”
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Middle Georgia Freightliner-Isuzu
Address: 6391 Hawkinsville Rd, Macon GA 31216
When Organized: 1967 Where Incorporated: Georgia
How many years have you engaged in business under the present firm name? 48
Credit available for this contract? yes
Contracts now in hand? yes
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No
Comments: Have worked with City of Macon & Bibb County for years

Company Name: Middle Georgia Freightliner-Isuzu
Authorized By (typed name): Wes Hearn
Authorized Signature: [Signature]
Title: Sales Rep Date: 2-16-15

References

Following is a reference list of contracts that are similar to this project:

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unified Govt of Athens/Clarke 14/15</td>
<td>Athens GA</td>
<td>Nancy</td>
<td>706-613-3069</td>
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<tr>
<td>Flint EMC 14/15</td>
<td>Reynolds GA</td>
<td>Tory</td>
<td>478-847-5190</td>
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<tr>
<td>City of Macon / Vac-Con 13</td>
<td>Macon GA</td>
<td>Greg Cline</td>
<td>478-803-2578</td>
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<tr>
<td>City of W Robins 14</td>
<td>W Robins GA</td>
<td>kim Demeonie</td>
<td>478-929-1930</td>
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SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
16th DAY OF February, 2015

My Commission Expires: 5th April, 2025
Notary Public
[NOTARY SEAL]
Attachment "A"
Required Submission Documents

LIST OF SUB-CONTRACTORS

I do _X_, do not___ propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
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<tbody>
<tr>
<td>Consolidated Disposal</td>
<td>Waste Built Company</td>
<td>50</td>
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Contractor Name

Signature: [Signature]
**Attachment “A”**  
Required Submission Documents

**BIDDER MINORITY PARTICIPATION GOAL**  
(Attach additional pages if required.)

I do __, do not __, propose to employ the minority sub-contractors as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
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**Contractor Name**

[Handwritten: George St. Paul, Jr.]
Attachment “A”
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

X Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.
Pending litigations (if any) will not affect the firm’s ability to perform on this contract, if awarded.

Company Name: Middle Georgia Freightliner-Isuzu
Authorized By (typed name): Wes Hearn
Authorized Signature: [Signature]
Title: Sales Rep
Date: 2-16-15

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
16th DAY OF February, 2015 My Commission Expires 5th April 2015

[Notary Public]

[NOTARY SEAL]
Attachment “A”
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

_X_ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Middle Georgia Freightliner-Isuzu
Authorized By (typed name): Wes Hearn
Authorized Signature: [Signature]
Title: Sales Rep Date: 2-16-15

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11TH DAY OF FEBRUARY, 2015
My Commission Expires: 5th April 2015

[NOTARY SEAL]

Christy Carter
Notary Public
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: 15-046-DAE - Roll OFF/ON Truck Body Holst

Name of Contracting Entity: Middle Georgia Freightliner-Isuzu

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

470806

BY, Authorized Officer or Agent (Name of Person or Entity)

Sales Rep

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
1ST DAY OF January, 2015

Notary Public

Date of Authorization 2-17-12

Date 2-16-15

Wes Hearn

Printed Name of Authorized Officer or Agent

My Commission Expires: 6th April 2005

[NOTARY SEAL]
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DMAERO, LLC FOR THE LEASE OF OFFICE SPACE AT 2168 FLIGHT LINE BLVD LOCATED AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN THE AMOUNT OF $4,000.00 PER MONTH ON A MONTH-TO-MONTH BASIS; AND FOR OTHER PURPOSES.

WHEREAS, 2168 Flight Line Boulevard (also known as the Aviance Building) is located at the Middle Georgia Regional Airport and contains a building space that is approximately seventy-five hundred (7500) square feet; and

WHEREAS, previously, this space was occupied by a charter jet service, however, the space has been vacant for approximately the past three (3) years; and

WHEREAS, DMAero, LLC is a limited liability company organized under the laws of Georgia that performs maintenance, modification, and engineering services for aircraft and aviation equipment; and

WHEREAS, DMAero, LLC will provide additional services and activity at the Middle Georgia Regional Airport; and

WHEREAS, the proposed lease agreement has been attached hereto as Exhibit “A” and is a month-to-month lease at a rate of four thousand dollars ($4,000.00) per month; and

WHEREAS, furthermore, the lease agreement contains a clause that, should DMAero, LLC invest over one hundred thousand dollars ($100,000.00) for permanent improvements to the building, the lease rate will be decreased to thirty-five hundred dollars ($3,500.00) per month; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to enter into a lease agreement with DMAero, LLC for the lease of space at 2168 Flight Line Boulevard at the Middle Georgia Regional Airport at an initial rate of four thousand dollars per month ($4,000.00) in a form substantial similar to the attached Exhibit “A”.

SO RESOLVED this _____ day of ________________, 2015.

By: 

ROBERT A.B. REICHERT, Mayor

Attest: 

JEAN S. HOWARD, Interim Clerk of Commission (SEAL)
EXHIBIT A

Proposed Lease Agreement

DMAero, LLC
LEASE AGREEMENT

FOR

MIDDLE GEORGIA REGIONAL AIRPORT

LESSEE:

DMAero, LLC
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Exhibits:
Exhibit A – Plat of Premises
Exhibit B – Plat of Temporary Premises
LEASE AGREEMENT

THIS LEASE is entered as of the __ day of __________, 201__, by and between MACON-BIBB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and DMAERO, LLC, a limited liability company organized under the laws of the State of Georgia and legally authorized to do business in the State of Georgia (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, the County owns and operates the Middle Georgia Regional Airport, located in Macon, Georgia and Bibb County, Georgia (hereinafter called the "Airport"); and

WHEREAS, the County owns certain real property upon and around the Airport located in Macon, Georgia and Bibb County, Georgia, and

WHEREAS, the County is desirous of leasing to Lessee and Lessee is desirous of leasing from the County, upon the terms and conditions herein contained, certain real property; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties enter into this lease (hereinafter referred to as "Lease") and agree as follows:

ARTICLE 1.
PREMISES

1.1 Premises.

Lessee hereby agrees to lease from County real property consisting of office space located at 2168 Flight Line Boulevard, Macon, Georgia 31216 containing approximately 8,500 s.f. and which is commonly known as the "Aviance Building" (the "Premises") as shown on "Exhibit A" which is attached hereto and made a part hereof.

1.2 Temporary Premises.

County is currently repairing Premises for the occupancy of Lessee. Should the repairs not be completed by the start date of this Lease, County shall have the right to allow Lessee use of real property consisting of office space at 2150 FAA Boulevard, Macon, Georgia 31216 containing approximately 10,000 s.f. and which is commonly known as the "FAA Building" (the "Temporary Premises") as shown on "Exhibit B" which is attached hereto and made a part hereof. County reserves the right to allow Lessee to occupy the Temporary Premises for up to twelve (12) months while repairs are completed on Premises. However, while Lessee is occupying the Temporary Premises, Lessee shall have the right, upon sixty (60) days, to terminate this Lease should it so choose. While occupying the Temporary Premises, all additional provisions of this Lease shall apply and remain enforceable.

1.3 Vehicle Parking.

Vehicle parking by the Lessee, its employees, agents, licensees, invitees, suppliers or contractors shall be restricted to the non-exclusive parking lot adjacent to the Premises as identified on Exhibit A. This non-exclusive area is shared parking with no assigned space and is available on a first come, first serve basis. Overnight vehicle parking is prohibited.

Middle Georgia Regional Airport

Page 4 of 25
1.4 **As Is Condition.**

County delivers said Premises in "AS IS" condition and County makes no express or implied warranties or representations with regard to such.

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**ARTICLE 2.**

**USES AND RESTRICTIONS**

The Premises shall be used solely by Lessee for the non-exclusive right and privilege to **conduct engineering and aviation services, which shall include maintenance and modifications of aircraft.** No other uses of the Premises are permitted.

---

**ARTICLE 3.**

**TERM**

3.1 **Term.**

This Lease shall be on a month-to-month term, with said term beginning on **April 1, 2015** and expiring upon proper notice being received from either party in accordance with Section 3.2 of this Article, or any other relevant termination provision provided for in this Lease.

3.2 **Termination.**

This Lease may be terminated with or without cause by the County or Lessee upon not less than thirty (30) calendar days prior written notice to the other. In addition, (a) this Lease may be terminated pursuant to Article 7 and (b) in the event the County determines that termination is necessary to protect the public health, safety, or welfare. This Lease may be terminated by the County upon such notice as the County deems appropriate under the circumstances.

3.3 **Ongoing Obligations and Liabilities.**

Termination or expiration of this Lease shall not relieve Lessee of any obligations or liabilities that shall have accrued on or prior to the termination or expiration date. Upon the expiration or termination of this Lease, Lessee shall: (i) immediately cease all operations at the Airport and upon the Premises; (ii) immediately vacate the Premises; and (iii) pay in full all fees and other amounts then due and owing to the County pursuant to the terms of this Lease.

---

**ARTICLE 4.**

**RENT, FEES, AND CHARGES**

4.1 **Rental Rate.**

Lessee shall pay rent to County for the Premises as described in Section 1.1 herein above and set forth on Exhibit A at the following rental rate:

For **8,500 square feet** of office space, the rental rate shall be **Forty-Eight Thousand Dollars ($48,000.00)**, per annum and payable in twelve (12) equal monthly amounts of **four thousand dollars ($4,000.00)**, plus any applicable sales of other taxes due. Rent shall be paid in advance, without demand, on the first day of every month. If the Term of this Lease starts on a day other than the first day of a month, Lessee shall pay rent from the first day of the Term on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis.

Pursuant to Article 9 and Article 10 of this Lease, Lessee shall have the right, with consent of the County, to make improvements to the Premises. During the term of this Lease, should Lessee make improvements to the Premises that exceed one hundred thousand dollars ($100,000.00) of total investment by Lessee, the rental rate shall be decreased to
$42,000.00 per annum, and be payable in twelve (12) equal monthly amounts of three thousand five hundred dollars ($3,500.00) per month. In order to request this rental rate decrease, Lessee shall submitted a written request to County which itemizes the improvements and expenses incurred by Lessee, and which provides sufficient documentation to verify such expenditures. Upon receipt of such sufficient documentation, the rental rate change shall take effect the month immediately following the approved request.

4.2 Adjustment of Rental.

On September 1st of each calendar year, beginning in 2016, the annual rental shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for all Urban Consumers, All Items, U.S. city average (1982-1984 = 100) (hereinafter referred to as the “CPI”), issued by the Bureau of Statistics of the U.S. Department of Labor. The annual rental payable for the upcoming year shall be adjusted by multiplying the then current annual rental by a fraction, the numerator of which shall be the CPI value for the month of July of the then current calendar year, and the denominator of which shall be the CPI value for the month of July of the then preceding calendar year. In no event shall the annual rental, as adjusted, be less than the annual rental (adjusted as called for herein) payable during the preceding year. In the event that the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the annual rental shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics or, if none is available, by any other nationally recognized publisher or similar statistical information which is chosen by County. In no event shall the annual adjustment be in excess of five percent (5%).

4.3 Failure to Pay Rents, Fees or Charges.

In the event Lessee fails to make timely payment of any rent, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by County. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of fees, charges, and payments due to County pursuant to this Lease, or from pursuing any other right or remedy contained herein or provided by law.

4.4 Service Charge for Worthless Check.

In the event Lessee delivers a worthless check or draft to County in payment of any obligation arising under this Lease, Lessee shall incur a service charge of Twenty Dollars ($20.00) or five percent (5%) of the face amount of such check, whichever is greater; or, such higher fee as shall be allowed by applicable law.

4.5 Place of Payments.

Lessee shall pay all rents, fees, charges and billings required by this Lease to the following address:

Middle Georgia Regional Airport
ATTN: Aviation Director
1000 Terminal Drive
Macon, Georgia 31216

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

ARTICLE 5.
SECURITY FOR PAYMENT

5.1 Security Options.

As security for the payment of all rents, fees and charges and the performance of all obligations, and performances required under this Lease, the Lessee shall post a non-interest bearing security deposit with the County equal to one (1) month's rent
and other fees payable hereunder, if any ("Security Deposit"). **The Security Deposit shall be submitted to the County simultaneously with the submission to County of this Lease executed by Lessee.** At County's option, the Security Deposit shall be in the form of: (i) cash; or (ii) an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to the County. The County may, upon ten (10) calendar days' notice to the Lessee, require an increase in the amount of the Security Deposit at any time when there has been an increase in the rental charges and other fees imposed by County.

In the event of any failure by Lessee to pay when due any amounts payable under this Lease, or upon any other default hereunder, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw against the full amount of the Security Deposit and apply same to all amounts owed. Upon notice of any such default, Lessee shall immediately replace the Security Deposit with cash, or a new Letter of Credit, as applicable, in the full amount of the Security Deposit required hereunder. If a Letter of Credit is posted, then the term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the Term of this Lease, and for a period of three (3) months following the termination date of this Lease. If Lessee posts a cash deposit, then such cash deposit shall be retained by County throughout the Term of this Lease and for a period of three (3) months following the termination date of this Lease.

If applicable, not less than sixty (60) calendar days prior to any expiration date of the Letter of Credit, the Lessee shall submit evidence in form satisfactory to County that said security instrument has been renewed. A failure to renew the Letter of Credit, or to increase the amount of same if required by the County, shall (i) entitle the County to draw against the full amount of such Security Deposit, and (ii) be a default of this Lease, entitling County to all available remedies.

5.2 Satisfactory Performance.

The refund of the cash or irrevocable Letter of Credit required pursuant to this Article shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire Term of this Lease and any extension thereof.

**ARTICLE 6.**

**OBLIGATIONS OF LESSEE**

6.1 Obligations of Lessee.

Lessee shall:

A. Conduct its operation hereunder in a safe, orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport or around the Premises;

B. Control the conduct, of its employees, invitees, and of those doing business with it and, upon objection from County concerning the conduct, of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection;

C. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything, which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises;

D. Not create nor permit to be caused or created upon the Airport or the Premises any obnoxious odor, smoke or noxious gases or vapors;

E. Not do or permit to be done anything, which may interfere with effectiveness or accessibility of the utility and other systems including drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises;

F. Not overload any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.
G. Not do or permit to be done any act or thing upon the Premises:

1. Which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or other contiguous Premises; or
2. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease;

H. Not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess amounts generally kept by similar businesses. Any such liquids having a flash point of less than 110°F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories;

I. Provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for the vicinity of the FAA Remote Receiver facility; and

J. Lessee acknowledges and accepts full responsibility for the security and protection of the Premises and any and all of Lessee’s property placed upon the Premises. Lessee fully understands that the police security protection provided by County is limited and is for the benefit of the County, and expressly acknowledges that any other security measures deemed necessary or desirable for additional protection of the Premises and property thereon, shall be the sole responsibility of Lessee and shall involve no cost to County. County shall have the right to review, change, alter, or revise any security policy or procedure at any time.

**ARTICLE 7.**

**DEFAULT RIGHTS AND REMEDIES OF COUNTY**

7.1 **Events of Default.**

The occurrence of any of the following events shall constitute a default of this Lease:

A. Lessee’s failure (i) to pay the rent, or any other sums payable hereunder for a period of ten (10) days after the due date or, (ii) at any time to maintain in full force and effect the insurance or security deposit as required by this Lease;

B. Lessee’s failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations, or in minimum standards for aeronautical business activities, for a period of ten (10) days after written notice by County;

C. The bankruptcy of Lessee;

D. Lessee making an assignment for the benefit for creditors;

E. A receiver or trustee being appointed for Lessee or a substantial portion of Lessee’s assets;

F. Lessee’s voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

G. Lessee’s vacating or abandoning the Premises;

H. Lessee’s interest under this Lease being sold under execution or other legal process;

I. Lessee’s interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;

J. Any of the personal property of Lessee used in, or incident to, the operation of Lessee’s business in the Premises being seized, sequestered, or impounded by virtue of, or under County of, any legal proceeding; and
K. Lessee's failure to comply with its environmental obligations, any laws, programs or audits promulgated by County or applicable regulatory agencies which may be revised from time to time.

7.2 Remedies.

In the event of any of the foregoing events of default, County, at its election, may exercise any one (1) or more of the rights or remedies provided by applicable law, or by the terms of this Lease, including the following rights and/or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by law at the same time or in subsequent times or actions:

A. Terminate Lessee's right to possession under the Lease and re-enter and retake possession of the Premises and relet or attempt to relet the Premises on behalf of Lessee at such rent and under such terms and conditions as County may deem best under the circumstances for the purpose of reducing Lessee's liability. County shall not be deemed to have thereby accepted a surrender of the Premises, and Lessee shall remain liable for all rent, or other sums due under this Lease and for all damages suffered by County because of Lessee's breach of any of the covenants of the Lease;

B. Declare this Lease to be terminated, and re-enter upon and take possession of the Premises whereupon all right, title and interest of Lessee in the Premises shall end; and

C. Accelerate and declare the entire remaining unpaid rent for the balance of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.

7.3 Additional Provisions.

No re-entry or retaking possession of the Premises by County shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to County hereunder or of any damages accruing to County by reason of the violations of any of the terms, provisions and covenants herein contained. County's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as County's waiver of such event of default. No forbearance by County of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by County to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that County may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by County following repossession.

7.4 Waiver of Jury Trial.

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or building, and/or claim or injury or damage. In the event County commences any proceeding to enforce this Lease or County/Lessee relationship between the parties or for nonpayment of rent (of any nature whatsoever) or additional monies due County from Lessee under this Lease, Lessee will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Lessee must, because of applicable court rules, interpose any counterclaim or other claim against County in such proceedings, County and Lessee covenant and agree that, in addition to any other lawful remedy of County, upon motion of County, such counterclaim or other claim asserted by Lessee shall be severed out of the proceedings instituted by County and the proceedings instituted by County may proceed to final judgment in the Superior Court of Bibb County, Georgia separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Lessee.

7.5 Time of the Essence.

Time is of the essence of this Lease; and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, County may declare Lessee to be in default of such Lease.
ARTICLE 8.
MAINTENANCE AND REPAIR

8.1 Lessee’s Obligations.

A. LESSEE SHALL ACCEPT THE PREMISES "AS-IS". Except as set forth in Section 8.2 below, Lessee shall be responsible for all maintenance and costs relating to the Premises, including, but not limited to, general cleanup, painting, and maintenance, as needed and required by Lessee’s personal specifications and operational requirements;

B. Lessee shall maintain the Premises at all times in a safe and neat condition and shall not permit the accumulation of any trash or debris on the Premises or around any buildings and shall provide proper containers for disposal of trash and debris;

C. Lessee shall obtain and pay for all utilities that it deems necessary for the operation of its business;

D. Should Lessee fail to keep its cleaning and maintenance obligations hereunder and if such failure continues for more than twenty (20) days, the County has the right to perform such cleaning and maintenance activities without further notice to Lessee. If such right is exercised, Lessee shall pay to the County, upon receipt of invoice, the cost of such services plus twenty-five percent (25%) of such cost as an administrative fee;

E. Lessee shall provide and maintain, at its expense, such fire extinguishers in locations in or on the Premises as required by the local, state, and federal law; and

F. Without the County’s prior written consent, Lessee shall not store any flammable material, such as gasoline, paint solvents, degreasers and similar combustibles on the Premises. In the event the County grants such consent, lessee shall properly handle, store in accordance with all federal, state and local laws, statutes, ordinances, rules and regulations and remove upon the termination of this Lease. No such storage shall be permitted outside of the Premises.

8.2 County’s Obligations.

A. The County shall be responsible for (i) structural maintenance of the foundations, exterior walls and roof and (ii) plumbing, HVAC and all building systems located at the Premises. The County shall not be liable for temporary failure to furnish any services to be provided in accordance with this Lease when due to mechanical breakdown or any other cause beyond the reasonable control of the County;

B. The County shall not be liable to Lessee for failure to furnish any services to be provided in accordance with this Lease when due to mechanical breakdown or any other cause beyond the reasonable control of the County and Lessee’s sole remedy shall be to exercise its right to give thirty (30) days’ notice of termination;

8.3 Exclusions and Reservations.

A. Lessee shall not interfere or permit interference with the effectiveness or accessibility of the drainage, sewerage, water, communications, or fire protection systems or any other part of the utility, electrical, or other systems installed or located from time to time at the Airport;

B. The County reserves the right to establish rules and regulations governing access of the general public, including Lessee’s customers and suppliers of goods and services in the building and the County shall provide a written notice to Lessee of any revisions;

C. The rights and privileges granted pursuant to this Lease shall be subject to any and all reasonable rules and regulations established by the County. The County reserves the right to make reasonable changes to any rules or regulations, minimum standards for aeronautical business activities for any persons or companies conducting a business at the
D. The rights and privileges granted pursuant to this Article 8 shall not be exercised by Lessee in such a way as to interfere with or adversely affect other tenants or the use, operation, maintenance or development of the Airport; and
E. Any and all rights and privileges not specifically granted to Lessee pursuant to this Lease are hereby reserved for and to the County.

ARTICLE 9.
ALTERATIONS AND IMPROVEMENTS

9.1 Written Consent.
Lessee shall make no alterations or improvements to the assigned Premises without the prior written consent of the County.

9.2 Conditions.
If Lessee requests permission to make improvements or alterations and permission is granted, the following conditions shall apply:

A. Lessee shall obtain all required permits and licenses duly necessary and comply with applicable zoning laws, building codes and other laws or regulations of any appropriate governing body, whether it be state, county or city;
B. Prior to any construction within the Premises, all contractors and subcontractors to perform work will be required to execute an indemnification agreement in favor of County, and to provide evidence of insurance satisfactory to County (in at least the same amounts and form required for Lessee);
C. Lessee shall provide an estimate of costs necessary to complete Lessee's work and shall provide future cost estimates on any other alterations or improvements to the Premises;
D. Lessee shall post with County a performance and payment bond in an amount equal to the estimated cost of alterations or improvements to be delivered to County under the provisions above;
E. Lessee shall pay all financial obligations associated with costs necessary to complete alterations or improvements;
F. Lessee agrees throughout the term of this Lease to maintain at its expense the Premises and any improvements, equipment or display within the Premises in a good state of repair and preservation. It is provided that Lessee shall be responsible for the cost of repair for any damage to the Premises or the adjacent grounds or improvements, caused by Lessee, its agents or employees. County shall have the right to inspect the Premises at any reasonable time, provided that the exercise of such right shall not unreasonably interfere with Lessee's business. Lessee agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by Lessee of its personal property, trade fixtures, or signs; and
G. Any work associated with any construction or installation shall not interfere with the permitted activities of other Airport tenants and users;

ARTICLE 10.
TITLE TO IMPROVEMENTS
10.1 Title to Improvements.

Upon termination or expiration of this Lease, and subject to the terms and conditions hereof, Lessee’s title to all leasehold improvements and fixtures shall vest and be owned by the County and Lessee agrees that it shall have no further interest in the leasehold improvements and fixtures.

Upon prior inspection and written approval of the County, Lessee shall have the right to remove at the termination or expiration of this Lease any furnishings, trade fixtures, equipment and personal property which have not assumed the characteristics of the fixture; provided, Lessee shall not be in default hereunder, and provided further, that Lessee, at its sole cost and expense, shall repair or reimburse the County for the reasonable cost of repairing any damage which may be caused by such removal. Any such property remaining after the termination or expiration of this Lease shall at the option of the County (i) immediately become the property of the County or (ii) be removed by the County at Lessee’s cost and expense.

ARTICLE 11.
CONSTRUCTION LIEN

11.1 Construction Lien.

County’s interest in the Premises shall not be subjected to any construction, mechanics, materialman’s, tax, laborer’s or any other lien, whether County has given its written approval for the improvements or otherwise, and Lessee shall save and hold harmless County and its interest in the Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Lessee shall cause same to be satisfied or shall post bond for the lien.

ARTICLE 12.
INGRESS AND EGRESS

12.1 Use of Public or Private Way

Lessee, its contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress to the Premises via appropriate public or private way to be used in common with others having rights of passage within the Premises, provided that County may, at its discretion, from time to time, substitute other means of ingress and egress so long as an alternate means of ingress and egress is available.

12.2 Road Closures

Lessee hereby releases and discharges County, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other areas used as such, whether within or outside the Premises, provided that County makes available to Lessee a means of ingress and egress as provided in 12.1 above.

ARTICLE 13.
TAXES, PERMITS, AND LICENSES

13.1 Taxes, Permits, and Licenses.

Lessee shall pay (i) all costs of operating its equipment and business, (ii) any and all ad valorem, sales, use, or other taxes, fees or governmental charges, levied or assessed upon or with respect to the Premises or improvements or property Lessor places thereon and any assessed against the operation of the business and any ad valorem, sales, use, or other taxes, fees or governmental charges levied or assessed or with respect to this Lease whether billed to County or to Lessee and (iii) Lessee shall bear all costs of obtaining any permits, licenses, or other authorizations required by law in connection with the operation of its business at the Airport, and copies of all such permits, certificates, and licenses shall be forwarded to County.
ARTICLE 14.
INSURANCE


A. Lessee shall provide, pay for, and maintain with insurance carriers rated “A” or better by Best’s, the types of insurance described herein. All insurance shall be from responsible companies approved by County and authorized to do business in the State of Georgia. All liability insurance policies of Lessee required herein shall provide a severability of interest provision. The insurance coverage’s and limits required shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached. The required policies of insurance shall be performable in Bibb County, Georgia, and shall be construed in accordance with the laws of the State of Georgia.

B. All certificates shall provide that thirty (30) days’ prior written notice, by registered or certified mail, return receipt requested, shall be given County of any cancellation, intent not to renew, reduction in the policies’ coverage’s, or other material alteration. In the event of a reduction in any aggregate limit, Lessee shall take immediate steps to have it reinstated. If at any time County requests a written statement from the insurance company as to any impairment to the aggregate limit, Lessee shall promptly authorize and have delivered such statement to County. Lessee shall make up any impairment when known to it. Lessee authorizes County to confirm all information furnished County, as to compliance with the insurance requirements herein, with Lessee’s insurance agents, brokers, and insurance carriers. All insurance coverage’s of Lessee shall be primary as regards any insurance or self-insurance program carried by County.

C. The acceptance of delivery by County of any certificate of insurance evidencing Lessee’s insurance coverage’s and limits does not constitute approval or agreement by County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements herein.

D. The certificates of insurance, or other evidence, must be filed with and approved by County prior to any activity being performed on the Premises by Lessee. Lessee shall, before commencement of any work on the Premises, furnish County evidence that the contractor(s) is covered to reasonable satisfaction of County.

E. The insurance coverage’s and limits required of Lessee are designed to meet the minimum requirements of County. They are not designed as a recommended insurance program for Lessee. Lessee alone shall be responsible for the sufficiency of its own insurance program.

F. Lessee and County understand and agree that the limits of the insurance herein required may become inadequate based on Lessee’s activities and industry practices, and Lessee agrees that it will increase such limits within thirty (30) days after receipt of notice in writing from County. If any liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Lease and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.

G. All of the required insurance coverage’s shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Submissions required by this Article shall be given to:

Middle Georgia Regional Airport
ATTN: Aviation Director
1000 Terminal Drive
Macon, Georgia 31216

H. Renewal certificates of insurance shall be provided to County a minimum of thirty (30) days prior to expiration of current coverage’s.
1. County may terminate this Lease at any time should Lessee fail to provide or maintain the insurance coverage's required in this Lease.

2. The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to County.

14.1 **Worker's Compensation and Employer's Liability Insurance.**

Such insurance shall be as required by law.

14.2 **Commercial General Liability Insurance.**

Commercial General Liability Insurance shall include Premises & Operations, Personal Injury, Contractual for this Lease, Independent Contractors, and Broad Form property Damage including Completed Operations. Limits of coverage shall not be less than:

- $1,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability,

OR

- $1,000,000 each occurrence and aggregate for liability associated with all operations under this specific lease. The aggregate limits shall be separately applicable to this lease.

14.3 **Business Automobile Liability.**

Lessees agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 each occurrence. Lessee further agrees coverage shall include liability for owned, non-owned & hired automobiles. In the event Lessee does not own automobiles, Lessee agrees to maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 **Umbrella Liability or Excess Liability.**

Umbrella Liability or Excess Liability Insurance, if used to reach the limits of liability required, shall not be less than $1,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than $500,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage Liability.

14.5 **Aircraft Maintenance Insurance.**

At such time when Lessee shall have aircraft on the Premises for maintenance and modification work, Lessee agrees to obtain sufficient insurance to cover the value of such aircraft. Lessee shall be solely responsible for any aircraft stored on Premises and under Lessee's care, custody, or control and Lessee agrees to indemnify and hold harmless County for any such damage, harm, or other impairment that may occur to such aircraft.

**ARTICLE 15. INDEMNIFICATION**
15.1 **Indemnification.**

Lessee agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including, without limitation, attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action of every kind and character, known or unknown, against County by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals, or other substances deemed by the federal Environmental Protection Agency ("EPA") to be environmental contaminants at the time this Lease is executed or as may be redefined by the appropriate regulatory agencies in the future or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with this Lease, Lessee's use or occupancy of the Premises, Lessee's acts, omissions or operations under this Lease or the performance, non-performance or purported performance of Lessee or any breach of the terms of this Lease. Lessee recognizes the broad nature of this indemnification and holds harmless clause and voluntarily makes this covenant, and expressly acknowledges that the County would not enter into this Lease without this indemnification. This clause shall survive the termination or expiration of this Lease. Compliance with the insurance requirements as attached hereto shall not relieve Lessee of its liability or obligation to indemnify County as set forth in this Article.

**ARTICLE 16.**

**COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES**

16.1 **Compliance.**

Lessee shall at all times comply with applicable federal, state and local laws and regulations, Airport Rules and Regulations, minimum standards for aeronautical business activities, leasehold development standards, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state or local government, or County including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. This shall include, but not be limited, to Lessee precluding its employees, agents, customers or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of County or CFR Parts 1540 and 1542 of the United States Department of Transportation as currently exists or as revised, modified or amended from time to time. In addition to other remedies provided hereunder, any violation of Airport procedures or CFR Parts 1540 and 1542 shall subject Lessee to an administrative damages payment of five hundred dollars ($500.00) (in consideration for the administrative processing required by County to process and to respond to a violation) and to damages equal to the greater of (1) one thousand dollars ($1,000) per occurrence (in consideration for damages which might be suffered by County in the form of fines or administrative procedures resulting from such violation), or (2) the civil fine imposed by the Department of Homeland Security upon County as a result of the violation. This amount must be paid by Lessee within ten (10) days of written notice.

**ARTICLE 17.**

**FAA APPROVAL**

17.1 **FAA Approval.**

This Lease may be subject to approval of the Federal Aviation Administration (herein referred to as the "FAA"). If the FAA disapproves the Lease, either party may terminate the Lease by providing written notice.

**ARTICLE 18.**

**ENVIRONMENTAL REPRESENTATIONS**

18.1 **Environmental Representations.**
Notwithstanding any other provisions of this Lease, and in addition to any and all other Lease requirements, and any other covenants, indemnities and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to County, upon which County expressly relies that:

A. Lessee is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations or upon the Premises. Lessee agrees to keep informed of future changes in environmental laws, regulations and ordinances;

B. Lessee agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;

C. Lessee shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;

D. Lessee, its employees, agents, contractors, and all persons working for, or on behalf of Lessee, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated;

E. Lessee agrees that it will neither handle nor store any toxic waste materials on the Premises;

F. Lessee shall provide County satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required; and

G. Lessee agrees to cooperate with any investigation, audit or inquiry by County or any governmental agency regarding possible violation of any environmental law or regulation.

18.2 Generator of Hazardous Waste.

If Lessee is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

18.3 Inventory List.

Provisions shall be made by Lessee to have an accurate inventory list (including quantities) of all such hazardous, toxic and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by County officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

18.4 Notification and Copies.

Notification of all hazardous waste activities by Lessee shall be provided on a timely basis to County or such other agencies as County may from time to time designate. Lessee agrees that upon requests of County a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to County and to such state and county officials as are designated by County, in case of any spill, leak or other emergency situation involving hazardous, toxic, flammable or other pollutants or contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations, which require such designation regardless of such request by County.

Lessee agrees to provide County copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) days prior to their required submittal to
regulation agencies having jurisdiction over such matters.

18.5 Violation.

A. If County receives a notice from any governmental entity asserting a violation by Lessee of applicable law or of Lessee's covenants and agreements contained herein, or if County otherwise has reasonable grounds upon which to believe that such a violation has occurred, County shall have the right, but not the obligation, to contract, at Lessee's sole cost and expense, for the services of persons ("Site Reviewers") to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to County. The Site Reviewers shall perform such tests on the Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. Lessee shall supply such information as is requested by the Site Reviewers. In the event County conducts testing due to information other than a notice of violation from a governmental County, and the testing does not reveal any contamination other than the contamination referenced in Article 18 of this Lease, County agrees to bear all costs associated with the testing; and

B. If Lessee receives a notice of violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to County within twenty-four (24) hours of receipt by Lessee or Lessee's agent. Violation of any part of the provisions of this Article or disposition by Lessee of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Article shall be deemed to be a default under this Lease if not cured within ten (10) days of receipt of notice from County shall be grounds for termination of this Lease, and shall also provide County grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Lease.

ARTICLE 19.

FEDERAL STORM WATER REGULATIONS

19.1 Federal Storm Water Regulations.

Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that certain properties and uses of properties within the Airport or on County owned land are subject to Federal, State and/or local storm water regulations. Lessee agrees to observe and abide by said regulations as applicable to the Premises and use thereof by Lessee.

Notwithstanding any other provisions or terms of this Lease, including Lessee's right to quiet enjoyment, County and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that it may be necessary to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled or otherwise used by Lessee, as defined in the applicable storm water regulations, by implementing and maintaining "Best management practices."

County will provide Lessee with written notice of those storm water discharge permit requirements, that are in County's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples for analysis of such samples for contamination; preparation of storm water pollution prevention or similar plans; implementation of Best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee within seven (7) days of receipt of such written notice shall notify County in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides County with timely written notice that it disputes such storm water discharge permit requirements, County and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from County for purposes of delay or avoiding compliance.

Lessee agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental entity charged with enforcement of storm water regulations. Lessee acknowledges that time is of the essence and will make every effort to meet any and all deadlines that may be imposed on it.
County agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

County will give Lessee written notice of any breach by Lessee of County's storm water discharge permit or the provisions of this section. If such a breach is material, and, if of a continuing nature, County may terminate this Lease. Lessee agrees to cure promptly any breach caused by Lessee or as a direct result of Lessee's operation.

Lessee agrees to participate in any County-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in County's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials.

All such remedies of County with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination of this Lease.

Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by law, by Lessee, any predecessor, or by Lessee's employees, or any predecessor's employees, invitees, suppliers or service or providers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

**ARTICLE 20.**
**ENVIRONMENTAL INSPECTION**

**14.4 Environmental Inspection at End of Lease Term.**

Within the last sixty (60) days of the Lease or after Lease termination or expiration, County shall have the right to have an environmental inspection performed to determine the status of any hazardous substances or hazardous waste as defined by the Comprehensive and Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. section 9601(14) pollutants or contaminants as defined in CERCLA, 42 U.S.C. section 9604 (A)(2) or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. section 6903(5) or other similar applicable federal or state laws and regulations, including, but not limited to asbestos, PCB's, urea formaldehyde, and radon gas existing on the Premises or whether any said substances have been generated, released, stored or deposited over, or presently exist beneath or on the Premises from any source.

Lessee hereby expressly agrees to indemnify and hold the County Indemnities harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's, or its predecessor's, failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification set forth in other provisions of this Lease and Lessee is in full understanding to the extent of this indemnification and hereby expressly acknowledges the County would not execute this Lease without this indemnity. This provision of the Lease shall survive the expiration or termination of the Lease. With regard to any contamination caused by Lessee, or its predecessor's, or arising by reason of Lessee's, or its predecessor's, use or occupancy of the Premises, Lessee shall immediately take such action as is necessary to clean up and remediate such contamination at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined that no further action is necessary. If the County is unable to lease the Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the County.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by County, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Georgia or the United States government and be acceptable to County.
Lessee understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table caused by Lessee, or its predecessor's, or occurring by reason of Lessee's, or its predecessor's, use or occupancy of the Premises. Said liability shall extend beyond the term of the Lease until retesting determines all such contamination has been remedied, retested and determined to be free of contamination.

**Article 21.**
**Storage Tanks**

21.1 **Storage Tanks.**

Lessee agrees that it will not have any underground or above ground storage tanks on the Premises unless specifically authorized in writing by County. If any tank is authorized by County, Lessee covenants and agrees that it will comply with all laws and regulations concerning the installation, operation, maintenance and inspection of both above ground and underground storage tanks including financial responsibility requirements.

**Article 22.**
**Americans With Disabilities Act**

22.1 **Compliance with ADA.**

Lessee shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144.

**Article 23.**
**Affirmative Action**

23.1 **Affirmative Action.**

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**Article 24.**
**Nondiscrimination**

24.1 **Nondiscrimination.**

Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Lessee shall use the Airport Premises in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease.
RIGHTS RESERVED TO COUNTY

25.1 Rights Reserved.

Rights not specifically granted to Lessee by this Lease are expressly and independently reserved to County. County expressly reserve(s) the right to prevent any use of the described Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 26.
RIGHT OF ENTRY

26.1 Right of Entry.

County, through its authorized official, or his designee, shall have the right to enter the Premises assigned herein to Lessee for the purposes and to the extent necessary to protect County's rights and interest, to provide for periodic inspection of said Premises from the standpoint of safety and health, provided such inspection does not unreasonably interfere with Lessee's business operations, and to check Lessee's compliance with the terms of this Lease.

ARTICLE 27.
RIGHT OF FLIGHT

27.1 Right of Flight.

It shall be a condition of this Lease that County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by County, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

Lessee further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on Premises to such a height so as to comply with Federal Aviation Regulation, Part 77.

ARTICLE 28.
PROPERTY RIGHTS RESERVED

28.1 Property Rights Reserved.

This Lease shall be subject and subordinate to all the terms and conditions of any instruments and documents under which County acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 29.
SIGNS

29.1 Written Approval.
Except with prior written approval of County, which may be withheld at County’s sole discretion, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises so as to be visible from outside the Premises.

29.2 Removal.

Upon the expiration or termination of the Lease, Lessee shall remove, obliterate or paint out, as County may direct, at its sole discretion, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising. In the event of failure on the part of Lessee to remove, obliterate or paint out each and every sign or advertising and to so restore the Premises, County may perform the necessary work and Lessee shall be bound to pay these costs to County.

ARTICLE 30.
QUIET ENJOYMENT

30.1 Quiet Enjoyment.

County covenants that Lessee shall and may peaceably and quietly have, hold and enjoy the demised Premises and all parts thereof for the term hereby granted, subject to the terms and provisions of this lease.

ARTICLE 31.
MORTGAGE RIGHTS OF LESSEE

31.1 Mortgage Rights of Lessee.

Lessee may mortgage, pledge, or hypothecate its personal property and leasehold interest provided Lessee as a condition precedent first provides to County written evidence that the priority rights of County under this Lease will not be adversely affected by such action.

ARTICLE 32.
SEPARATE COVENANT

32.1 Separate Covenant.

Lessee shall not for any reason withhold or reduce Lessee’s required payments of rent and other charges, or amounts due, as provided in this Lease, it being expressly understood and agreed by the parties that the payment of rent and additional amounts due hereunder is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

ARTICLE 33.
ASSIGNMENT AND SUBLETTING

33.1 Assignment and Subletting.

Lessee shall not assign, sublet or transfer this Lease or any right or interest granted to it by this Lease without the prior written consent of the County, which consent may be withheld in the sole discretion of the County. In addition, any and all assignments and subletting permitted by the County shall be for the entire Premises and duration then remaining hereunder. Any approved assignment or subletting shall be in writing, incorporating the terms and conditions of this Lease, and, promptly upon the execution thereof, Lessee shall furnish a copy of the same to the County. No assignment approved hereunder shall serve to release Lessee from any of its obligations, duties or responsibilities under this Lease.
ARTICLE 34.
CORPORATE TENANCY

34.1 Corporate Tenancy.

If Lessee is a corporation, limited liability company or other artificial entity, the undersigned officer of Lessee hereby warrants and certifies to County that Lessee is an entity in good standing and is authorized to do business in the State of Georgia and shall provide proof of good standing to County. The undersigned officer of Lessee hereby further warrants and certifies to County that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Lease by his or her signature thereto and its officers, directors, shareholders, members and affiliates are not in violation of any Georgia laws regarding Public Entity crimes upon execution hereof.

ARTICLE 35.
EMINENT DOMAIN

35.1 Eminent Domain.

In the event that the any governmental entity shall, by exercise of the right of eminent domain, or transfer in lieu thereof, or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Lessee, Lessee shall have no right of recovery whatsoever against County but shall make its claim for compensation solely against the such governmental entity.

ARTICLE 36.
SURRENDER OF PREMISES

36.1 Surrender of Premises.

Lessee shall surrender up and deliver the leased Premises to County upon termination or expiration of this Lease in the same condition as existed at the commencement of the Lease, ordinary wear and tear excepted and failure to do so will result in a tenancy at sufferance and Lessee shall be obligated to pay double rent. Provided Lessee is not in violation of any of the terms and conditions herein or in default in the payment of rents, fees and any charges required under this Lease, Lessee, at the termination of this Lease, shall remove all of its personal property from the Premises forthwith. Failure on the part of Lessee to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to County for whatever disposition is deemed to be in the best interest of County. Any costs incurred by County in the disposition of such personal property shall be borne by Lessee.

ARTICLE 37.
NO ACCEPTANCE BY SURRENDER

37.1 No Acceptance by Surrender.

No act or thing done by County or County's agents or employees during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 38.
PERSONAL PROPERTY

38.1 Personal Property.
Any personal property of Lessee or of others placed in the leased Premises shall be at the sole risk of Lessee or the owners thereof, and County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from County for such damage, destruction or loss.

**ARTICLE 39.**
**APPLICABLE LAW AND VENUE**

39.1 *Applicable Law and Venue.*
This Lease shall be construed in accordance with the laws of the State of Georgia. Venue for any action brought pursuant to this Lease shall be in Bibb County, Georgia. Any action for breach of or enforcement of any provision of this Lease shall be brought in the Superior Court of Bibb County, Georgia or the Federal Court for the Middle District of Georgia.

**ARTICLE 40.**
**ATTORNEY'S FEES AND COSTS**

40.1 *Attorney's Fees and Costs.*
In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease, each party in such action shall pay its own costs and attorney's fees, including appellate fees.

**ARTICLE 41.**
**SEVERABILITY**

41.1 *Severability.*
The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

**ARTICLE 42.**
**NOTICES AND COMMUNICATIONS**

42.1 *Notice and Communication.*
All notices or other communications to County or to Lessee pursuant hereeto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO COUNTY:
Middle Georgia Regional Airport
ATTN: Aviation Director
1000 Terminal Drive
Macon, Georgia 31216

and

Macon-Bibb County
ATTN: County Manager
P.O. Box 247
Macon, Georgia 31202

TO LESSEE:
DMAero, LLC
ATTN: President
2168 Flight Line Boulevard
Macon, Georgia 31216
or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.

**ARTICLE 43.**

**SUBORDINATION OF BOND RESOLUTION**

43.1 **Subordination of Bond Resolution.**

This Lease and all rights of Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by County to secure Bond financing. This Lease is subject and subordinate to the terms, covenants, and conditions of any bond resolution heretofore or hereafter enacted (the “Bond Resolution”) authorizing the issuance of Bonds by County. County may amend or modify the Bond Resolution or make any change thereto that does not materially adversely affect Lessee’s rights under this Lease. Conflicts between this Lease and the Bond Resolution shall be resolved in favor of the Bond Resolution.

**ARTICLE 44.**

**FEDERAL RIGHT TO RECLAIM**

44.1 **Federal Right to Reclaim.**

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall hereupon terminate and County shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Lessee’s obligation to pay rent shall cease, however, nothing herein shall be construed as relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

**ARTICLE 45.**

**RELATIONSHIP OF PARTIES**

45.1 **Relationship of Parties.**

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefore.

**ARTICLE 46.**

**MISCELLANEOUS**

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease, and instruments or documents relating to same, shall be construed under Georgia law. This Lease represents the complete Lease between the parties and any prior Leases or representations, whether written or verbal, are hereby superseded. This Lease may subsequently be amended only by written instrument signed by the parties hereto.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

On Behalf of Macon-Bibb County:

By: ____________________________
    Robert A.B. Reichert, Mayor
    Date

Attest: __________________________
       Jean S. Howard, Clerk of Commission
       Date

On Behalf of DMAero, LLC:

By: ____________________________
    Signature of Independent Contractor
    Date

Printed Name of Independent Contractor __________________________
Position Title of Signor

Attest: On this, the __________ day of ___________, 20____, before me personally appeared __________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public __________________________
(Notary Seal/Stamp)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MIDDLE GEORGIA TRUCK REPAIR, INC. D/B/A MIDDLE GEORGIA FREIGHTLINER – ISUZU, FOR THE PURCHASE OF A 2015 SEWER VAC TRUCK (2015 114SD FREIGHTLINER WITH COMBINATION SEWER CLEANER) FOR USE BY THE PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF $307,500.00, TO BE PAID FROM BUDGETED FUNDS IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “B”; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on February 13, 2015, Macon-Bibb County released an invitation for bids regarding purchasing a Sewer Vac Vehicle for Public Works; and

WHEREAS, the Macon-Bibb County Procurement Department emailed seventy-two (72) known suppliers, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry where one hundred (100) additional vendors were notified; and

WHEREAS, four (4) responses were received on the published date, March 5, 2015, tabulated for responsiveness and provided to the user department for specification requirement review; and

WHEREAS, after review of the bids, two (2) bidders (Cherokee Truck Co. and Environmental Product) were non-responsive per the specification requirements, the local vendor (Middle Georgia Truck Repair, Inc. d/b/a Middle Georgia Freightliner – Isuzu) who was the second low bidder with a bid price $1,376.00 higher than the non-local bidder was recommended for award; and

WHEREAS, the Macon-Bibb County Procurement Department concurs with this award in accordance with Sec. 19-5.1(g) of the Macon-Bibb County Code of Ordinances as indicated in the hereto attached Exhibit “A”; and

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a purchase and sale agreement with Middle Georgia Truck Repair, Inc. d/b/a Middle Georgia Freightliner – Isuzu in essentially the same form as attached hereto as Exhibit “B”, and to take any and all action necessary to effectuate this agreement, for the purchase of a Sewer Vac Vehicle - 2015 114SD Freightliner 6x4 with Combination Sewer Cleaner in the amount of $307,500.00 to be paid from budgeted funds.

SO RESOLVED this ______ day of __________________, 2015.
By: ROBERT A.B. REICHERT, MAYOR

Attest: JEAN S. HOWARD, CLERK OF COMMISSION
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC.</th>
<th>PROJECT</th>
<th>GL/ACC CODE/ BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/11/2015</td>
<td>065-78</td>
<td>SEWER VAC VEHICLE</td>
<td>310.4000.542100 / CAPITAL OUTLAY</td>
<td>Doreen Eidmann</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- Buyer’s Award Recommendation (this form)
- User Department Recommendation
- Official Bid Tabulation
- Copy of Recommended Vendor’s bid
- Addenda (if any)
- Original Invitation for Bids

After reviewing all proposals, the committee recommends: ☑ Award as Follows ☐ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIDDLE GEORGIA FREIGHTLINER</td>
<td>$307,500.00</td>
</tr>
</tbody>
</table>

If recommending other than the lowest proposer please answer the following:
Did the low proposer meet the requirements of the bid? ☑ Yes ☐ No ☐ N/A

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BIDDER DID NOT MEET THE SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☑ Other ☐ N/A

Award Requirements:

- ☑ HOLD FOR MBCC AWARD
- ☐ HOLD FOR MBCC ACTION

Details of solicitation process:

Invitation for Bids (IFB) # 15-051-DAR was published on 2/13/2015. Emailed to seventy-two (72) known suppliers, advertised on Macon-Bibb County’s Procurement page, and posted to the Georgia Procurement Registry (State Purchasing) where one hundred (100) additional vendors were notified. On the published due date (3/5/2015), four (4) responses were received in Procurement, abuted for responsiveness and provided to the user department for specification requirement review. After review of the bids, two (2) bidders (Cherokee Truck Co. and Environmental Product) were non-responsive per the specification requirements, the local vendor (Middle Georgia Freightliner), who was the second low bidder, whose total bid price was $1,376.00 higher than the non-local low bidder was recommended for award. Procurement concurs with this award, in accordance with Sec.19-5.1(g), the recommended award is within 5% of the non-local low bidder’s price and therefore acceptable for award.

I have read the recommendation prepared by the department and agree with their recommendation. ☑ Yes ☐ No

<table>
<thead>
<tr>
<th>TITLE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Facilitator</td>
<td></td>
<td>3/12/2015</td>
</tr>
<tr>
<td>Procurement Director</td>
<td></td>
<td>3/12/2015</td>
</tr>
<tr>
<td>Mayor</td>
<td></td>
<td>3/12/2015</td>
</tr>
</tbody>
</table>

EXHIBIT A
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(TO BE COMPLETED BY THE DEPARTMENT HEAD)

TO: STEVE PETTIS, DIRECTOR  FROM: DOREEN EIDMANN

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/5/2015</td>
<td>15-051-DAE</td>
<td>SEWER VAC VEHICLE</td>
<td>PUBLIC WORKS</td>
<td>$310,000.00</td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend: XX Award as follows [ ] Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle Georgia Freightliner</td>
<td>307,500.00</td>
</tr>
</tbody>
</table>

If recommending other than the lowest bidder please answer the following:
Did the low bidder meet the requirements of the bid? [ ] Yes [ ] No (explain below)

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second low bidder (Middle Georgia Freightliner) well within local consideration of 5% which eliminates the lowest bidder, Adams Equipment.</td>
<td></td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply): [ ] Over budget [ ] None Meet Specifications [ ] Other

REJECTION JUSTIFICATION
NAME: Steve Pettis
TITLE: Director
SIGNATURE: Steve Pettis
DATE: 3-11-15
Eidmann, Doreen

From: Pettis, Steve
Sent: Wednesday, March 11, 2015 10:02 AM
To: Eidmann, Doreen
Cc: Hugley, Sam; Layson, Steve; Land, Marvin
Subject: FW: Bid # 15-051-DAE - Award Recommendation Pkg - User

Good Morning Doreen. I will fill out the approval form and send to you my recommended selection for our new sewer vac.

My final selections is based on the following:

Cherokee's unit nor Environmental Product unit meets our most basic specifications. Although our specifications we sent out were written around the same model truck we are currently running in our fleet we are always open to other compatible models. The most important specification Sam Hugley and I agree on requiring is that our unit has and auxiliary engine mounted on the back of the truck to run the water pump. Neither of these 2 companies meet that basic requirement.

Adams Equipment and Middle-Ga. Freighliner meet all specifications and are bidding identical units. Although Adams Equipment submitted the lowest bid price of the two, Middle Ga. Freighliner is a local vendor and does qualify for the 5% consideration.

We purchased our last sewer vac unit from Middle Ga. Freighliner and we are well satisfied with his services. My recommended vendors will be Middle Ga. Freighliner.

Thank you very much. It's a pleasure doing business with you.

Steve

-----Original Message-----
From: Hugley, Sam
Sent: Wednesday, March 11, 2015 9:20 AM
To: Pettis, Steve
Cc: Eidmann, Doreen
Subject: RE: Bid # 15-051-DAE - Award Recommendation Pkg - User

Looks good

-----Original Message-----
From: Pettis, Steve
Sent: Tuesday, March 10, 2015 10:03 PM
To: Hugley, Sam
Cc: Eidmann, Doreen
Subject: FW: Bid # 15-051-DAE - Award Recommendation Pkg - User

Sam, everything seems to be in order on the body of this truck can you review the chassis specs and confirm they meet our specs please.
Thanks

From: Eldmann, Doreen
Sent: Thursday, March 5, 2015 5:17 PM
To: Pettis, Steve; Land, Marvin; Rogers, April
Subject: Bid # 15-051-DAE - Award Recommendation Pkg - User

Hello,

Please find attached the Award Recommendation Package for Bid # 15-051-DAE Sewer Vac Vehicle for Public Works. Please review the four (4) submitted bids and determine whether the response meets the bid criteria, and whether the price submitted is inside your budget.

Document your recommendation on the attached form and return signed to procurement for routing to commission for final approval.

If you should have any questions or concerns in reference to this matter, please feel free to contact me either by phone or via email

Doreen Eldmann, Procurement Officer III
Macon-Bibb County Government
Government Center Annex
Procurement Department
682 Cherry Street
8th Floor
Macon, GA 31201
Office: 478-803-0556
Fax – 478-751-7998
Email: deldmann@maconbibb.us

Stay Connected


[Facebook-Icon-300x300]<http://www.facebook.com/MaconBibbCounty>

[Twitter-Icon]<http://www.twitter.com/MaconBibb>


Please Note: With the recent consolidation of Macon-Bibb County, my email address has changed to deldmann@maconbibb.us

Help us be more green by not printing this email unless necessary.
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

Bid Number: 15-051-DAE

"Sewer Vac Vehicle - 2015 114SD Freightliner 6x4 with Combination Sewer Cleaner"

THIS PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into by Middle Georgia Truck Repair, Inc. d/b/a Middle Georgia Freightliner - Isuzu (hereinafter “Middle Georgia”), a Georgia Corporation located in Macon, Georgia, and Macon-Bibb County (hereinafter “County”), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as “the Parties, on this ___ day of ______________, 2015.

WHEREAS Middle Georgia is in the business of selling new and used Freightliners and Isuzu trucks; and

WHEREAS, County desires to purchase a Sewer Vac Vehicle – 2015 114SD Freightliner 6x4 with Combination Sewer Cleaner for Public Works; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. **Sale of Equipment.** Riverside hereby agrees to sell and deliver to County the equipment and services described in the Invitation for Bid, which has been attached hereto as Exhibit “A”. Exhibit “A” is specifically incorporated as part of this Agreement and Middle Georgia agrees to provide all vehicles and services referenced and described in Exhibit “A”.

2. **Purchase Price.** County agrees to pay, and Middle Georgia agrees to accept, the purchase price of Three Hundred Seven Thousand Five Hundred Dollars and 00/100
($307,500.00) as full compensation and consideration for the vehicle and services provided.

3. **Payment.** Upon satisfactorily delivery of the vehicle and services provided in Exhibit "A", Middle Georgia shall provide a purchase invoice to the County. County agrees to pay the amount stated in Section two (2) of this Agreement and said invoice shall reflect this amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice.

4. **Delivery of Equipment and Services.** The delivery method of the equipment and services provided for in Exhibit "A" will be at the sole discretion of Middle Georgia, and delivery of such equipment and services shall be made within eight (8) weeks of the receipt of the agreement and purchase order. The vehicle shall be packaged appropriately and shall be delivered in an undamaged condition to Macon-Bibb County, Vehicle Maintenance, 1122 Seventh Street, Macon, Georgia 31206. Middle Georgia shall provide twenty-four (24) hours advanced notice by calling Mr. Sam Hugley at (478) 751-9106, prior to delivery as stated in the attached Exhibit "A", Invitation for Bid - Section H. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of delivery form. Risk of loss during transit of said vehicles, and at all times prior to County inspecting and signing an acceptance of delivery form, shall remain with Middle Georgia.

5. **Manuals.** Upon delivery, Middle Georgia agrees to provide County with a parts/repair manual for the equipment. Said manual may be in a written or electronic format as provided for in the Invitation for Bid.

6. **Failure to Deliver Equipment and/or Services.** Should Middle Georgia fail to deliver the referenced equipment or services provided for in Exhibit "A", County shall have the right to withhold performance of payment until such equipment and services are rendered as required under Exhibit "A". In addition, County may also elect to cancel said purchase upon non-performance by Middle Georgia.
7. **Indemnification.** Middle Georgia hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releasees), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, for any loss or damage for bodily injury, property damages and attorneys’ fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Middle Georgia, its agents, employees, subcontractors, or others working at the direction or on behalf of Middle Georgia. Middle Georgia’s obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

8. **Assignment.** Middle Georgia shall not assign or subcontract the whole or any part of this Agreement without County’s prior written consent.

9. **Force Majeure.** Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party’s failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party’s control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

10. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia.

11. **Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.
12. **Titles, Captions, Headings.** The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

13. **Amendments.** This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

14. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

15. **Severability.** If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

16. **Entire Agreement.** The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Middle Georgia and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Middle Georgia affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

17. **Counterparts.** This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has
signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

On Behalf of Macon-Bibb County:

By: ________________________________
    Robert A. B. Reichert, Mayor
    Date

Attest: _______________________________
       Jean S. Howard, Clerk of Commission
       Date

On Behalf of Middle Georgia Truck Repair, Inc. d/b/a Middle Georgia Freightliner - Isuzu:

By: ________________________________
    Billy J. Wood, CEO
    Date

Attest: _____________________________
       Secretary
       Date
INVITATION FOR BID
FOR
SEWER VAC TRUCK
055-78 & 072-08

BID NUMBER: 15-051-DAE

MACON-BIBB COUNTY, GEORGIA

Issued
February 13, 2015
I. GENERAL

A. Invitation

1. Notice is hereby given that Macon-Bibb County will receive sealed bids in the Procurement Department, Government Center Annex, 682 Cherry Street – 8th Floor, Macon, Georgia 31201, until 12:00 noon on Thursday, March 5, 2015 for SEWER VAC TRUCK, for the Macon-Bibb County Government.

NO BIDS WILL BE ACCEPTED AFTER THE ABOVE TIME.

2. Bids will be publicly opened and read in the Procurement Department conference Room on Thursday, March 5, 2015 starting at 2:00 p.m.

3. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or jbumpus@maconbibb.us.

B. Bid Documents

4. Bid documents will be made available at the Macon-Bibb County Procurement Department, Government Center Annex, 682 Cherry Street – 8th Floor, Macon, GA 31201, (478) 803-0550 or www.maconbibb.us/purchasing/ under active solicitations.

C. Sealed Bids

SEALLED BIDS shall be delivered or mailed to:

Macon-Bibb County Procurement Department
Government Center Annex
Attn: Doreen Bidmann
682 Cherry Street – 8th Floor
Macon, GA 31201
478-803-0556
dbidmann@maconbibb.us

Mark the outside of the envelope
"15-051-DAE SEWER VAC TRUCK"
D. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

2. All prices shall be Delivered prices, FOB Destination, after deducting all non-applicable taxes, delivered to each requesting department or office. Vehicles shall be ready to use.

E. Forms

1. The enclosed Macon-Bibb County bid form shall be used. Use of other bid documents may deem the bid to be non-responsive. All required submittal documents included as Attachment “A”, attached herein and incorporated herein.

F. Local Preference

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

G. Reservations

1. Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneded features, usefulness to the using department and prior Macon-Bibb County experience. Hence, Macon-Bibb County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another. Any required information not submitted with bids shall deem bid non-responsive.
2. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed herein are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product that meets or exceeds the specification. If bids are based on equivalent products, the bidder shall indicate on the bid form the alternate manufacturer's name and catalog number and shall include complete descriptive literature and/or specifications along with proof that the proposed equivalent either meets or exceeds this specification. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, he shall furnish goods identical to the bid specifications.

H. Delivery of said Sewer Vac Vehicle will be delivered to: Macon-Bibb County, Vehicle Maintenance, 1122 Seventh Street, Macon, GA 31206, call Mr. Sam Hugley twenty-four (24) hours in advance of delivery: (478) 751-9106.

I. Specifications – Attachments "B" & "C", attached hereto and incorporated herein.

J. Questions concerning the bid shall be submitted in writing by fax, email or regular mail to the address on page 2. (email preferred)

STANDARD WARRANTY
* Parts and Repair Manuals or CD w/ Same Information

**SPECIAL NOTE: DELIVERY OF VEHICLE WILL NOT BE ACCEPTED WITHOUT PARTS/REPAIR MANUAL OR CD WITH SAME INFORMATION**
I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

PRICE for a SEWER VAC TRUCK:

UNIT PRICE: $107,500.00  Qty 1: = Total: $107,500.00

Delivery will be within 8 weeks after receipt of order.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Middle Georgia Freightliner-Isuzu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td>6391 Hawkinsville Rd, Macon GA 31216</td>
</tr>
<tr>
<td>Authorized By:</td>
<td>Wes Hearn</td>
</tr>
<tr>
<td>Title:</td>
<td>Sales Rep</td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>3-2-15</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>478-788-4601</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>478-781-0966</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:weshearn@catrucks.com">weshearn@catrucks.com</a></td>
</tr>
</tbody>
</table>

I, Niki Daley, Procurement Representative of Macon-Bibb County Government, do certify this solicitation was publicly opened and read at the time and place stated in the notice.

Procurement Facilitator  Witness
**BIDDER INFORMATION**

<table>
<thead>
<tr>
<th><strong>Company Name:</strong></th>
<th>Middle Georgia Freightliner-Isuzu</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Address:</strong></td>
<td>6391 Hawkinsville Rd, Macon GA 31216</td>
</tr>
<tr>
<td><strong>Authorized By (typed or printed name):</strong></td>
<td>Wes Hearn</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Sales Rep</td>
</tr>
<tr>
<td><strong>Authorized Signature:</strong></td>
<td>[Signature]</td>
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<tr>
<td><strong>Date:</strong></td>
<td>3-2-15</td>
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<tr>
<td><strong>Telephone Number:</strong></td>
<td>478-788-4601</td>
</tr>
<tr>
<td><strong>Fax Number:</strong></td>
<td>478-781-0986</td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
<td><a href="mailto:weshearn@gatrucks.com">weshearn@gatrucks.com</a></td>
</tr>
<tr>
<td><strong>Company's Web Page:</strong></td>
<td><a href="http://www.gatrucks.com">www.gatrucks.com</a></td>
</tr>
</tbody>
</table>

**REMITTANCE INFORMATION (where payment should be sent)**

<table>
<thead>
<tr>
<th><strong>Remit to Name:</strong></th>
<th>Middle Georgia Freightliner-Isuzu</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Remit to Address:</strong></td>
<td>6391 Hawkinsville Rd</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td>Macon</td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td>GA</td>
</tr>
<tr>
<td><strong>Zip:</strong></td>
<td>31216</td>
</tr>
<tr>
<td><strong>County:</strong></td>
<td>Bibb</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>478-788-4601</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td>478-781-0986</td>
</tr>
<tr>
<td><strong>Toll Free:</strong></td>
<td>800-899-8696</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:weshearn@gatrucks.com">weshearn@gatrucks.com</a></td>
</tr>
<tr>
<td><strong>Tax ID:</strong></td>
<td>☐ SSN</td>
</tr>
<tr>
<td><strong>Federal Tax ID:</strong></td>
<td>58-1214476</td>
</tr>
<tr>
<td><strong>Business Type:</strong></td>
<td>☒ Business</td>
</tr>
<tr>
<td>☐ Individual</td>
<td>☐ Misc.</td>
</tr>
</tbody>
</table>

**PURCHASE ORDER INFORMATION (where purchase orders should be sent)**

<table>
<thead>
<tr>
<th><strong>Purchase Order Name:</strong></th>
<th>Middle Georgia Freightliner-Isuzu</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purchase Order Address:</strong></td>
<td>6391 Hawkinsville Rd</td>
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<td>Macon</td>
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<td><strong>Fax:</strong></td>
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</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:weshearn@gatrucks.com">weshearn@gatrucks.com</a></td>
</tr>
<tr>
<td><strong>Payment Terms:</strong></td>
<td>Discount % No. Days Net Due 0-30 days</td>
</tr>
<tr>
<td><strong>Freight Terms:</strong></td>
<td>Ship Via: FOB will deliver</td>
</tr>
</tbody>
</table>

MBE/DBE/WEB STATUS (check appropriate box(es))

[ ] African American [ ] Hispanic [ ] Native American [ ] Asian American
[ ] Disabled [ ] Veteran [ ] Woman-Owned [ ] Not-Applicable
Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Middle Georgia Freightliner-Isuzu
Address: 6391 Hawkinsville Rd, Macon GA 31216
When Organized: 1967 Where Incorporated: Georgia
How many years have you engaged in business under the present firm name? 48
Credit available for this contract? Yes
Contracts now in hand? Yes
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default or a contract? No
Comments: Have worked with City of Macon & Bibb County for years

Company Name: Middle Georgia Freightliner-Isuzu
Authorized By (typed name): Yas Heam
Authorized Signature: [Signature]
Title: Sales Rep Date: 3-2-15

References

Following is a reference list of contracts that are similar to this project:

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unified Govt of Athens/Clarke 14/15</td>
<td>Athens GA</td>
<td>Nancy</td>
<td>706-613-3089</td>
</tr>
<tr>
<td>Flint EMC 14/15</td>
<td>Reynolds GA</td>
<td>Tory</td>
<td>478-847-5190</td>
</tr>
<tr>
<td>City of Macon / Vac-Con</td>
<td>Macon GA</td>
<td>Greg Cline</td>
<td>478-903-2578</td>
</tr>
<tr>
<td>City of W Robins</td>
<td>W Robins GA</td>
<td>kim Demoone</td>
<td>478-929-1930</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
31 DAY OF March, 2015
My Commission Expires: 15th April 2015
NOTARY PUBLIC
**Attachment "A"**

**Required Submission Documents**

**LIST OF SUB-CONTRACTORS**

I do X, do not _____, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams Equipment Company</td>
<td>Vac-Con Equipment Provider</td>
<td>50</td>
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</tbody>
</table>

Contractor Name
Attachment "A"
Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do ___, do not ___, propose to employ the minority sub-contractors as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
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<tr>
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</tbody>
</table>

Contractor Name
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

X Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm’s ability to perform on this contract, if awarded.

Company Name: Middle Georgia Freightliner-Isuzu
Authorized By (typed name): Wes Hearn
Authorized Signature: [Signature]
Title: Sales Rep
Date: 3-2-15

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 2nd DAY OF March, 2015 My Commission Expires 5th April, 2015
[NOTARY SEAL]

Notary Public
Attachment “A”
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

X By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Middle Georgia Freightliner-Isuzu
Authorized By (typed name): West Hearn
Authorized Signature: ___________________________ Date: 3-2-15
Title: Sales Rep

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 5th DAY OF March 2015, My Commission Expires 5th April 2015

[NOTARY SEAL]

Notary Public
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: ___________ 15-046-DAE - Roll OFF/ON Truck Body Hoist

Name of Contracting Entity: ___________ Middle Georgia Freightliner-Isuzu

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

________________________________________
By: Authorized Officer or Agent
(Name of Person or Entity)

Sales Rep
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_________________________
Notary Public

2-17-12
Date of Authorization

3-2-15
Date

Wes Hearn
Printed Name of Authorized Officer or Agent

My Commission Expires: ___________

30 April 2005

☐ Check if exempt

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program.
CHASSIS SPECIFICATIONS

GENERAL SUMMARY

114SD 6X4 AUTO

GVWR: 60000 LBS, FRONT: 20000 LBS, REAR: 40000 LBS

WB: 264" CA: 180.5" AF: 75"

ENGINE, DIESEL: CUMMINS ISL 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM

TRANSMISSION, AUTOMATIC: ALLISON 3000RDS WITH PTO PROVISION

AXLE, FRONT NON-DRIVING: DETROIT DA-E-20.0-5 20000 LB FL 71.0 KPI/3.74 DROP SINGLE FRONT AXLE

AXLE, REAR, TANDEM: MT-40-14X 40000-LBS CAPACITY R-SERIES, RATIO 5.86

ELECTRONIC PARAMETERS

GOVERNOR: PTO GOVERNOR RAMP RATE – 200 RPM PER SECOND

ENGINE EQUIPMENT

CUMMINS ISL 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM

AIR COMPRESSOR: CUMMINS TURBOCHARGED 18.7 CFM WITH INTERNAL SAFETY VALVE

SWITCH, EXHAUST: ENGINE AFTERTREATMENT DEVICE, AUTO OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH

JUMP START: POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER.
ALTERNATOR: DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE

BATTERY SYSTEM: (2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES

BATTERY BOX WITH COVER: NON-POLISHED

OIL FILTER: COMBINATION FULL FLOW/BYPASS OIL FILTER

FAN DRIVES: HORTON 2-SPEED DRIVEMASTER, POLAR EXTREME FAN DRIVE

RADIATOR: 1300 SQ" ALUMINUM RADIATOR

ANTIFREEZE: ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT

HOSE CLAMPS, RADIATOR HOSES: GATES BLUE STRIPE COLLANT HOSES OR EQUIVALENT, CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES

AIR CLEANER: DONALDSON, SIDE OF HOOD AIR INTAKE WITH FIREWALL

FUEL FILTER: CUMMINS SPIN ON TYPE

STARTING MOTOR: DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

EXHAUST SYSTEM: SINGLE, VERTICAL TAILPIPE & GUARD

MUFFLER/TAILPIPE: AFTERTREATMENT, RH OUTBOARD UNDER STEP MOUNTED

TRANSMISSION EQUIPMENT

ALLISON 3000RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

TRANSMISSION OIL PAN: MAGNETIC

TRANSMISSION SHIFTER CONTROL: PUSH BUTTON ELECTRIC SHIFT CONTROL, DASH MOUNTED

ALLISON VOCATIONAL PACKAGE 223 — AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS, HS, M1, AND TRV

MORE POWER TO YOU
SHIFT CONTROL PARAMETERS: PRIMARY AND SECONDARY: LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6

WIRING: VEHICLE INTERFACE WIRING WITH BODY BUILDER CONNECTOR MOUNTED BACK OF CAB

PTO EFFECTS, ENGINE FRONT: PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION

FRONT AXLE AND EQUIPMENT

DETROIT DA-F-20.0-5 20000 LB FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE

BRAKES, FRONT, AIR-CAM: MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES

SLACK ADJUSTERS, AUTOMATIC: MERITOR, FRONT

DUST SHIELDS: FRONT BRAKE

STEERING GEAR: TRW THP-50 POWER STEERING WITH RCH45 AUXILIARY GEAR

POWER STEERING: 4 QT POWER STEERING RESERVOIR

FRONT SUSPENSION

SUSPENSION, FRONT: 20000 LBS CAPACITY, WITH SHOCK ABSORBERS

SPRING PINS: GRAPHITE BRONZE BUSHINGS WITH SEALS

REAR AXLE AND EQUIPMENT

AXLE, REAR, TANDEM: MT-40-14X 40000-LBS CAPACITY R-SERIES, RATIO 5.86

BRAKE CHAMBERS, REAR AXLE: HALDEX GOLDSHIEL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS

BRAKES, REAR, AIR-CAM: MERITOR 16.5X7 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES

REAR AXLE DRAIN PLUG: MAGNETIC, TANDEM AXLE

DUST SHIELDS: REAR BRAKE

SLACK ADJUSTERS, AUTOMATIC: HALDEX, REAR

MORE POWER TO YOU
REAR SUSPENSION

SUSPENSION, REAR: 52” AXLE SPACING

SUSPENSION, TANDEM: 40000 LBS CAPACITY, STANDARD U-BOLT PAD, FOR/FORT AFT CONTROL RODS

BRAKE SYSTEM

BRAKE SYSTEM: WABCO 4S/4M ABS WITHOUT TRACTION CONTROL

BRAKE LINES: REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES

PARKING BRAKE VALVE: FOR TRUCK

AIR BRAKE, ABS: WABCO ANTILOCK BRAKE SYSTEM

AIR-DRYER: BW AD-IP WITH HEATER

AIR DRYER LOCATION: MOUNTED OUTBOARD ON RH RAIL BACK OF CAB, MAX 20” OF CAB PROTRUSION

DRAIN VALVE: STANDARD BRAKE SYSTEM VALVES

FUEL TANKS

FUEL TANK: 100 GALLON, ALUMINUM-LH, 25” DIAM., PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANKS WITH PAINTED BANDS

FUEL FILTER/WATER SEPARATOR: ALLIANCE, WITH PRIMER PUMP

TIRES

TIRE, FRONT: MICHELIN XYZ-3 425/65R22.5 20 PLY RADIAL FRONT TIRES

TIRE, REAR: MICHELIN XDE M/S 11R22.5 14 PLY RADIAL REAR TIRES

WHEELS

WHEEL, FRONT: ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC, WITH CONMET PRE-SET BEARING IRON FRONT HUBS

WHEEL, REAR: ALCOA LVL ONE 83367X22.5X8.25 10-HUB PILOT ALUMINUM DISC, CONMET PRE-SET BEARING IRON REAR HUBS
CAB EXTERIOR

GLASS: ALL WINDOWS TINTED
GRAB HANDLE: LH AND RH SIDES
GRILLE, STATIONARY: BLACK, HOOD MOUNTED AIR INTAKE HOOD
FRONT END: FIBERGLASS HOOD
MIRRORS: DUAL WEST COAST MOLDED-IN COLOR, DOOR MOUNTED, LH AND RH
8" MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
HORN: DUAL, ELECTRIC
STOP, TURN, TAIL, AND BACKUP LIGHTS: GROTE #54332 GROMMET MOUNTED
WITH SEPARATE GROTE #62401 LED BACKUP LIGHTS
PARKING LIGHT: INTEGRAL WITH STOP/TAIL/BACKUP LIGHTS
RUNNING LIGHT: DAYTIME RUNNING LIGHTS — LOW BEAM ONLY
HEADLIGHTS: INTEGRAL HEADLIGHTS/MARKER ASSEMBLY

CAB INTERIOR

CAB INTERIOR: CONVENTIONAL, OPAL GRAY VINYL
ARM REST: LH AND RH INTEGRAL DOOR PANEL ARMRESTS
CLEARANCE/MARKER LIGHTS: LED AERODYNAMIC MARKER LIGHTS
CUP HOLDERS: (2) CUP HOLDERS LH AND RH DASH
DOMED LIGHT: 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
SEAT, DRIVER: BASIC HIGH BACK AIR SUSPENSION SEAT WITH MECHANICAL
LUMBAR AND INTEGRATED CUSHION EXTENSION, VINYL
- SEATBELT: 3-POINT FIXED D-RING RETRACTOR DRIVER SEAT BELTS
SEAT, PASSENGER: BASIC HIGH BACK NON-SUSPENSION PASSENGER SEAT,
VINYL
- SEAT BELT: 3-POINT FIXED D-RING RETRACTOR

MORE POWER TO YOU
AIR CONDITIONER: HEATER, DEFROSTER INCLUDED

- CLAMPS, HEATER: STANDARD HEATER PLUMBING

HVAC: STANDARD HVAC DUCTING

CIGAR LIGHTER: INCLUDES ASH TRAY, DASH MOUNTED

ELECTRICAL SYSTEM: 12 VOLT NEGATIVE GROUND

CAB INTERIOR DOOR PANELS: MOLDED PLASTIC

CONSOLE: FORWARD ROOF MOUNTED WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING

FLOOR COVERING: BLACK MATS WITH SINGLE INSULATION

STORAGE POCKET: IN-DASH STORAGE BIN

SUN VISOR: DRIVER AND PASSENGER SUN VISORS

STEERING COLUMN: FIXED

STEERING WHEEL: 4-SPOKE, 18" DIAM

INSTRUMENTS AND CONTROLS

INSTRUMENT PANEL: GRAY DRIVER AND CENTER

RADIO: AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT, DASH MOUNTED

- SPEAKERS: (2) IN CAB
- ANTENNA: AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF

WINDSHIELD WIPER, SWITCH: INTEGRAL WITH TURN SIGNAL HANDLE

WINDSHIELD WIPER: SINGLE MOTOR, ELECTRIC

GAUGE, AIR PRESSURE: LOW AIR PRESSURE LIGHT AND BUZZER

GAUGE CLUSTER: ENGLISH WITH ENGLISH ELECTRONIC SPEEDOMETER

GAUGE CLUSTER: 2" ELECTRIC FUEL GAUGE, ELECTRIC ENGINE OIL PRESSURE, ELECTRIC TACHOMETER, VOLTAGE

MORE POWER TO YOU

969 Hall Park Road, Green Cove Springs, FL 32043
Tel: 904.294.4238 • Fax: 904.294.3305
www.vac-com.com
ODOMETER DISPLAY: ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY, 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3

STARTER SWITCH: KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY

TURN SIGNAL SWITCH: SELF-CANCELING FOR TRUCKS

TURN SIGNAL, FRONT: INTEGRAL WITH HAZARD LAMPS OVERRIDEING STOP LAMPS

HAZARD SWITCH: INTEGRAL WITH TURN SIGNAL HANDLE

HEADLIGHT DIMMER: INTEGRAL WITH TURN SIGNAL HANDLE

GAUGE, AIR PRESSURE: LOW AIR PRESSURE LIGHT AND BUZZER

CRUISE CONTROL: ELECTRONIC, WITH SWITCHES IN LH SWITCH PANEL

ENGINE SHUTDOWN: ELECTRIC, KEY OPERATED

COLOR AND DESIGN

PAINT SCHEMATIC: L006EB WHITE ELITE BC

PAINT TYPE: ONE SOLID COLOR

OTHER FACTORY CHARGES

FEDERAL EMISSIONS: 2013 OBD/2010 EPA/CARB/GHG14 ESCALATOR
SPECIFICATIONS - COMBINATION SEWER CLEANER
SIZE: 1300

COMPLY, Indicate: Yes or No

X Yes   No

GENERAL

The machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner operates independent of the vacuum system.

The machine includes an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole by the high-pressure water system or for the removal of debris from sewers, sumps, catch basins, digesters, wet wells, bar screens, etc.

The machine is capable of being operated by one man, with all operating controls for high-pressure water pump, hose reel, and vacuum, located at the front of the machine for safety.

DEBRIS BODY:

Debris storage body has a minimum usable liquid capacity of 12 cubic yards. The debris body shall be round for maximum strength and constructed of 3/16 inch ASTM A242 Corten A steel for enhanced corrosion resistance.

The rear door shall be hinged and flanged for maximum strength, full opening, hinged at the top with low profile and adjustable style hinges.

There shall be a 6" diameter liquid drain valve, "knife valve type" and screen weldment inside for removing excess liquids. Drain will have 10 feet of 6 inch lay flat hose.

The rear door shall be supplied with a debris deflector shield located inside the debris tank that encompasses 75 percent of the rear door. The debris deflector shield shall deflect material from rear door, and aid in draining off excess liquids.

A rear door safety prop shall be provided. For ease of maintenance there shall be no hydraulic components located inside the debris body or rear door.

The debris body has five (5) externally mounted door locks that lock hydraulically. One manual T bolt is installed for operator safety. A hydraulic grabber shall be installed and controlled by one hydraulic cylinder externally mounted for ease of service. The hydraulic locks and grabber shall be operated by one (1) sequential control. In order to allow the operator to control the discharging of liquids from the debris tank by cracking open the door prior to the dumping procedure, the hydraulic grabber shall engage the door at the bottom of the door from 0° - 6°. Beyond the 6° stroke, the grabber shall automatically disengage the door, allowing for the dumping of the debris tank.

Dual steel weldments with stainless steel screen 8" x 28" each providing up to 1200 square inches of added filtration for the vacuum system shall be provided inside the debris tank. These weldments shall be removable and require no cutting or welding.

A double acting power up/power down hydraulic scissors lift mechanism will be provided to raise body to a minimum 90 degree angle. The scissors lift mechanism shall be designed to support a minimum of 24 inches of the debris tank width to provide stability and when dumping on uneven ground. The lift capacity of hydraulic scissors lift cylinder is 56,000 lbs.

Dump controls are located on curbside mid-ship of the unit, well forward of the dumping area for operator safety.

A manual override system is provided in case of system failure.

The debris body has a five year warranty. A copy of manufacturer's warranty statement shall be enclosed with bid, if pro-rated so state:

An internal polyethylene float device with external indicator is supplied to show when body is loaded to capacity.
AUTOMATIC VACUUM BREAKER
The automatic vacuum breaker assembly is located inside the body.
The automatic vacuum breaker assembly shall be controlled by an electric over hydraulic circuit. The entire system shall be replaceable via a bolt on assembly. The assembly shall consist of a 12" inlet and two 8" ports that provide air flow to the vacuum system.
A full indicator activates an automatic vacuum breaker shut down system that completely shuts down 100 percent of the air flow to the vacuum system to prevent overfilling and wastewater discharge into the atmosphere.
The vacuum breaker system is automatically activated (closed) when the parking brake system is released to eliminate carryover during transit.
The system is controlled activated, at the front hose reel control station. This enables the operator to pick up large debris with boom and place debris on the road surface. This system can be used for safety in the event suction must be shut off in case of an emergency.

CENTRIFUGAL COMPRESSOR (FAN DESIGN)
The centrifugal vacuum compressor shall be of 3-stage construction (i.e. 3-27" minimum diameter fans in tandem).
The centrifugal compressor (fan) shall be constructed of Corten steel. The compressor's outer housing shall be spun from one piece of 3/16" steel for strength and provide proper airflow in operation. The vacuum system shall operate independent of the high-pressure water system.
The compressor is driven by the chassis engine via a closed loop hydrostatic system using a variable high volume piston pump and motor. The high volume displacement pump shall provide the same vacuum performance at 30% lower engine rpm. The lower operating rpm shall reduce fuel consumption by as much as 40%. This system shall include a heat exchanger for extreme ambient conditions and to maintain the pump suction oil temp at 160 deg. F. max. The heat exchanger shall be protected by a 30-micron filter and cold weather by pass valve. Hydrostatic loop filtration shall be accomplished by a 10 Bpa micron return filter and a 15-micron absolute (no bypass) charge filter.
To maximize long term durability by reducing the load on one side of the compressor, the compressor shaft shall extend through the compressor and shall be additional stabilized by using two high speed bearings, one at each side of the shaft. No exceptions will be allowed to this requirement.
A means of starting, stopping and varying the vacuum suction from operator station at the front of the machine is provided.
A centrifugal separator located in the inlet chamber to the fan with cleanout box is provided. The separator removes particles from the air stream, thus enabling unit to vacuum wet or dry material. The separator is separate from the debris body. The centrifugal compressor (fan) system is capable of producing 90% vacuum with no airflow. This feature allows material to be vacuumed under the water surface, i.e. lift stations, plugged manholes, etc.
Unit must be capable of vacuuming under water 16.6' (20x") without air induction. A manometer/vacuum test may be required to demonstrate the system performance.
The centrifugal compressor fans have a 5-year replacement non-prorated warranty.

VACUUM PICK UP HOSE
Shall be front loading, attached at the front of the machine. In order to provide ease of positioning the machine over the manhole, as well as afford maximum safety for the operator.
The 8" will be mounted on a boom that will provide a minimum of 18' vertical lift utilizing dual hydraulic cylinder and 250 degree of boom rotation powered hydraulically for non-interrupted smooth movement. Boom to have a lift capacity of 500 lbs. at the front bumper.
The boom will be powered by an electric over hydraulic system: up/down by dual lift cylinders. The right/left movements shall be hydraulic via worm gear rotation.
The boom shall hydraulically telescope a minimum of 10 ft. forward from the operators station. The height of the boom shall not change while the boom is being telescoped. A manual override system shall be provided for
right/left, and up/down functions in case of system failure.

Control of the boom is by means of a joystick control at the operator's station, requiring no cables at operator's feet for boom operation. A 6-way remote pendant station is also supplied. A state-of-the-art Ommax electronic override system shall be provided for right/left, and up/down functions in case of system failure.

A boom coverage chart shall be provided stating the square feet the boom covers.

8 inch diameter pipe extensions with clamps will be provided and carried on the truck as follows:

1. 6-1/2" Catch Basin Nozzle
2. 6" Aluminum Pipe Extension
3. 5" Aluminum Pipe Extension
4. 3" Aluminum Pipe Extension

**WATER SUPPLY**

The water tanks shall have a minimum usable capacity of 1300 U.S. gallons.

The water tanks shall be constructed of non-corrosive, non-metallic, durable, cross-linked polyethylene to eliminate rust, corrosion, and stress cracking.

The water tanks shall be mounted at and below the truck frame level to provide a low center of gravity for truck stability.

A 2-1/2 inch diameter x 25 feet long hydrant hose with hydrant wrench is supplied on the unit.

An anti-siphon fill device is installed on the unit.

Inspection ports shall be provided to fill or to add chemicals to the water system.

A sight gauge to indicate water level is located within sight of the operator station.

The water tanks are protected by a minimum of 11 gauge steel plating mounted below the water tanks for protection against road hazards when the unit travels over the road, off the road, or to land fills.

The water tanks carry a ten year replacement warranty.

**AUXILIARY ENGINE (WATER PUMP DRIVE ENGINE)**

The auxiliary engine used to drive the water pump is a liquid cooled, wastegate, turbo charged, after cooled, common rail, diesel powered, 10 cylinder heavy-duty industrial engine.

The engine shall have a minimum cubic inch displacement of 415 CID and rated at 223 BHP at 2400 RPM. The engine shall contain integrated liners, one-piece cast cylinder head and an electronic speed governor.

An electronic digital diagnostic and fault monitoring panel shall be mounted on the driver's side of the unit and be able to display various engine operation conditions including but not limited to engine rpm, hours, percentage load, coolant temperature, oil pressure, current and stored engine faults and current fuel consumption. A standard integrated safety shutdown system will be provided in the engine ECU and will shut the engine down in the event of low oil pressure or excessive coolant temperature. The ignition system start stop switch will be located at the operator's station. The auxiliary engine shall be shrouded and have a hinged door on the driver's side of the unit. The engine oil dipstick, oil filter, fuel filters, and air filters are accessed from the ground level on the driver's side of the unit.

**HIGH-PRESSURE WATER PUMP**

The high pressure water pump shall be rated to deliver smooth continuous pressure and flow through the entire flow range of the pump. The high pressure shall have smooth continuous flow for both the high pressure system and the hand gun system.

A continuous duty flow of 50 g.p.m. and 3000 p.s.i. shall be provided.

High-pressure relief valves are provided for both the high-pressure system and hand gun system.
The water pump operates independently of the vacuum system and is powered by the auxiliary engine via clutchless, direct dual powerpack drive system.

The high-pressure water pump drive system carries a five year replacement warranty. Warranty excludes the drive engine, i.e. auxiliary engine.

The water pump is capable of running dry.

Controls for starting and stopping the water pump and to vary the flow and pressure shall be at the front hose reel operator’s station.

The high-pressure water pump is equipped with a cold weather drain valve. The valve allows the operator to completely drain the high-pressure pump.

**Hose Reel Assembly**

The hose reel assembly is mounted on the front of the vehicle. The hose reel shall have a minimum of 300' inside diameter with a capacity of 600' x 1" hose. The hose reel is hydraulically powered in both directions by means of a double chain and sprocket drive. The controls for operating the motor have a flow control device to regulate the rotational speed of the reel in both directions. All hydraulic hoses are behind a steel housing to protect operator from hydraulic oil if a hose fails. The hydraulic motor, chain, and sprockets have a protective cover or are mounted on the radiating side of the hose reel for operator safety. The hose reel articulates 180 degrees to the drivers side allowing operator to work in any position through this arc. This allows greater flexibility in truck placement for manholes located in tight areas and provides greater safety to the operator. Reel extends beyond the width of the unit for greater flexibility for positioning reel over offset manholes, catch basins, etc. A hydraulically controlled outrigger leg is supplied that comes in contact with the ground at any one position. A warning light is located in the cab to warn the operator that the outrigger leg is not in its transported position prior to moving the unit. A manual bypass system for the hose reel assembly is provided to manually pull the reel assembly away from its transported position. This feature allows operator to check fluids without starting engines.

**Jet Hose**

600' x 3/4" jet rodder hose will be supplied rated for 3000 psi working pressure and 7500 psi burst pressure.

A heavy duty hose guide with 25' of nylon rope will be provided.

Nozzles shall be hardened steel with replaceable ceramic orifices as follows: 1) Chisel head penetrator & 1) standard sanitary.

1. 50 gpm Penetrator Chisel nozzle, spare
2. 50 gpm Grenade nozzle
3. 50 gpm aluminum storm nozzle
4. Storm nozzle pipe assembly (skid)
5. 50 gpm Little Bruce 5" culvert nozzle

**Manhole Cleaning Water System (Hand Gun)**

The high-pressure pump and independent water tank assembly supplied shall be used for manhole cleaning. A smooth continuous flow of 20 g.p.m. and pressure of 600 p.s.i. shall be provided for ease of operation. A hand gun pressure relief valve set at 600 p.s.i. shall be provided. One full functioning hand gun with on/off hand control, replaceable nozzle tip, 12 inch extension, adjustable spray, and 50' x 1/2" hose with retractable reel will be provided.

The hand gun will attach to the system via a quick couple connection at the curbside of the unit. To avoid being cooled at the operator's station a hand gun holder will be provided at the front bumper.

**Hydraulic System and Lubrication**

The hydraulic system has a 55-gallon capacity.

The hydraulic system shall incorporate a main shut-off valve in case of hydraulic failure.

The hydraulic system shall incorporate hydraulic pressure relief valves and pressure gauges for ease of trouble shooting and maintenance.
The unit is equipped on the passenger side, mid-section of the module, a permanent weatherproof white vinyl lubrication chart that points out lubrication points on the module and specifies what type of lubrication and hydraulic fluids are required. The chart also specifies the frequency of each lubrication point.

Remote plumbed grease fittings are provided for the vacuum compressor, boom rotation, and water pump drive areas.

**ACCESSORIES**

A minimum twelve (12) month manufacturer's guarantee on the unit will be provided.

A storage box behind the cab will be provided, 16" x 42" x 96"

1. Debris body power flush out system
2. Rear mounted hydraulic pump off system, 200 gpm w/20' lay flat hose
   - Gravity drain system consisting of plumbing to the mid-passenger side of the unit. Includes a 3" knife value
   - with cam-lock connection, 30' of layflat hose with storage rack allowing return of liquids to the manhole
   - without having to reposition vehicle.
3. Front Gate Valve for use with Gravity Drain Option
4. Rear splash guard, tank mounted (4-8 O'clock Position)
   - Winter recirculating system capable of operating through the full flow range of the high-pressure rodder hose
   - system in transport or stopped position
5. Air purge system
6. 2 1/2" water tank drain gate valve assembly
7. Lazy Susan style, deck mounted pipe rack, holds 5 pipe
8. Storage/tool box shall be made from aluminum
9. 2) steel rear mounted tool boxes, 24" x 18" x 18"
10. Low water alarm with light
11. Hose footage counter, standard - drivers side
12. Rear mounted tow hooks
13. Remote boom grease zerk assembly, (accessible from ground level)
14. Dual roller level wind guide 80 single
15. 10' leader hose
16. Rotating Turbine Chain Scraper 5'-10" with skids & chain 10.125TR6-10
17. 1" to 3/4" Bushing for Chain Scraper
18. John Deere 4 Cylinder Diesel Option 140 HP @ 2400 RPM 275 CID In lieu of gas auxiliary engine.
19. ENZ Bull-Dozer nozzle

**LIGHTING**

The entire module electrical system is vapor sealed to eliminate moisture damage.

All wiring is color-coded, labeled and run in sealed terminal enclosures.

All module circuits are protected by circuit breakers.

Clearance lights and reflectors are furnished in accordance with D.O.T. requirements.

- Rear mounted strobe light with limb guard, rear debris tank door mounted
- LED arrow board, rear debris tank door mounted
- Hand held spot light
- Limb guards for flood lights
- LED Boom Mounted Flood Light
- LED Rear Mounted Flood Lights

**PAINT**
Unit paint surface is shot blasted, primed and sanded prior to paint. Unit to be painted with DuPont Imron 5000 polyurethane paint. Unit shall have reflective White or Blue Chassis shall be painted manufacturers standard white.

TRAINING AND MANUAlS

Operator training will be conducted by a factory-trained representative for a minimum of one day at the time of delivery. 3 copies of the operating and maintenance manual for the sewer cleaner module shall be provided upon unit delivery. An operational video will be provided with the unit.

MOUNTING AND DELIVERY

The unit described will be mounted on a truck chassis acceptable to the body manufacturer at the factory of the body manufacturer.

EXCEPTIONS AND DEVIATIONS:

Bidder shall fully explain any variance, exception, and or deviation to the bid specifications. Additional sheets/lines may be added if required.
Warranty - Dual Engine Fan

VAC-CON, as seller, warrants all equipment manufactured by it and bearing its name shall be free from defects in material and workmanship, under normal use and service as determined by us, for a period of (12) twelve months from the date of delivery to the first retail purchaser.

Should any equipment or part of such equipment sold hereunder prove to be defective in material or workmanship within said period, and be returned to Seller's factory no later than 15 days after the expiration date of the warranty, transportation charges prepaid by the Buyer, and upon examination be found to be defective, such part will be replaced at the factory by the Seller free of charge, but the Seller shall be under no further liability in respect to such warranty. It is expressly understood that the Seller's liability is limited to furnishing of such replacement parts within a reasonable length of time and that the Seller will not be liable for any damages, losses or expenses arising in connection with the use of or inability to use the unit(s), including but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of vehicle use. Buyer shall be responsible for the payment of duties or taxes on warranty parts, if applicable. The Seller shall be under no liability because of normal wear and tear of operation or maintenance contrary to the manufacturer's official Operator's Manual. The Buyer accepts any liability for damage or injury resulting from the removal or alteration of safety guards and safety precautions provided on the unit at the time of delivery. This warranty shall not apply and VAC-CON shall have no liability under it or otherwise if the unit shall have been injured by accident, careless handling or improper applications or if any repairs have been made to the unit by other than VAC-CON, its agents or employees.

Warranties covering major components not of VAC-CON manufacture (power plants, hydraulics, trucks, vacuum compressors, transmissions, electrical components, batteries, tires, etc.) are warranted by their respective manufacturers.

We give no warranty express or implied, as to description, quality, productiveness or any other matter and the Buyer hereby waives the right of refusal and return of the goods which is usually connected with non-warranty.

It is the sole responsibility of the purchaser to use this equipment in an appropriate application and a safe manner. VAC-CON assumes no responsibility or liability for its misuse.

FIVE (5) YEAR WARRANTY:
VAC-CON warrants that the fans, auxiliary engine water pump drive components (excluding engine and pump) and debris tank shall be free from defects in material and workmanship, under normal use and service as determined by the manufacturer, for a period of sixty (60) months (not pro-rated) from the date the unit is first placed into service.

TEN (10) YEAR WARRANTY:
VAC-CON warrants that the fresh water tanks shall be free from defects in material and workmanship, under normal use and service as determined by the manufacturer, for a period of one hundred twenty (120) months (not pro-rated) from the date the unit is first placed into service.

This warranty is not transferable.
EXHIBIT A

811 Media Fact Sheet
811 Media Fact Sheet

What is 811?
811 is the national number designated by the Federal Communications Commission to help protect do-it-yourselfers, landscapers and contractors from unintentionally hitting underground utility lines while working on digging projects—large and small.

Why call 811?
For Safety’s Sake! Hitting an underground utility line while digging can cause damage to the environment, serious personal injuries, disrupt service to an entire neighborhood and potentially incur fines and repair costs. Calling 811 in Georgia is also the law.

When to Call 811?*
- Installing a rural mailbox
- Putting in a fence
- Planting trees or shrubbery
- Building a deck or patio
- Excavating a new garden area
* These are a few common examples of when to call. Do-it-yourselfers and contractors should call at least two business days before any digging project.

How does 811 work?
- One free and easy phone call to 811, at least two business days prior to digging begins the process of getting underground utility lines marked, which is a free service.
- Georgia 811 will answer the call to find out the location and description of the digging site and will notify affected member utility companies, who will then send a professional locate technician to identify and mark the approximate location of lines with colored paint or flags.
- Once underground lines have been marked, callers will know the approximate location of utility lines and can dig safely.
- Please visit the Georgia Public Service Commission’s Website for more information about Georgia’s “Dig Law”, the Georgia Facilities Protection Act. http://www.psc.state.ga.us/

What happens if people don’t call?
- Failure to call before digging results in more than 200,000 unintentional hits annually across the United States.
- Not calling 811 before digging results in one unintentional hit every three minutes, which can lead to injury, repair costs, fines and expensive and inconvenient outages.
- Knowing approximately where underground utility lines are buried before each digging project helps to prevent these situations.

When to mark your calendars?
- April is Safe Digging Month in Georgia by declaration of the Governor and across the nation in many other states. This month recognizes the importance of calling before all outdoor digging projects.
- April 2009, Georgia 811 took 83,650 requests to have underground utility lines located. For each request, on average, 8 member companies were notified that digging would be taking place in their service area.

Who is Georgia 811?
Georgia 811 will be an industry leader in preventing damage to utility facilities and in promoting safety and efficiency through high quality and economical notification service; providing education and encouraging compliance with applicable laws.
Established in 1974, Georgia 811 is a non-profit organization comprised of over 700 member utility companies, including cities and counties throughout Georgia that benefit through reductions in lost time, accidents, service interruptions and costly repairs. Georgia 811 has been an industry leader in preventing damage to underground utility facilities and promoting safety and efficiency through high quality and economical notification services. In addition, APC provides training and education while encouraging compliance with all applicable laws.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE SELECTION OF ELITE FLOORING CONTRACTORS, LLC AS THE SUPPLIER OF FLOORING FOR THE MIDDLE GEORGIA REGIONAL COMMISSION IN THE AMOUNT OF FIFTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-NINE AND 00/100 DOLLARS ($57,899.00); AUTHORIZE THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT TO BE PAID FROM MIDDLE GEORGIA REGIONAL COMMISSION BUDGET FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Middle Georgia Regional Commission is in need of new flooring and installation of said flooring and had a budgeted amount of $70,000.00 available for use; and

WHEREAS, the Macon-Bibb County Procurement Department solicited proposals via the Macon-Bibb County Procurement page and posted to the Georgia Procurement Registry (State Purchasing) where one thousand and thirty-nine (1,039) additional vendors were notified; and

WHEREAS, on the published due date of February 26, 2015, two responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review; and

WHEREAS, both firms were responsive and possessed the proven expertise required to meet the needs of this project; and

WHEREAS, after review of the bids, a local vendor, Elite Flooring Contractor’s, LLC, who was the low bidder with a total bid price of $57,899.00 which was $11,921.00 less than the bid of the other responsive vendor; and

WHEREAS, the Macon-Bibb County Procurement Department concurs in recommending the award to Elite Flooring Contractors, LLC as demonstrated in the hereto attached Exhibit “A”; and

WHEREAS, upon approval by the Macon-Bibb County Commission, an independent contractor agreement to be signed by the appropriate vendor representative and the Mayor which encompasses the purchase and installation of said flooring; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an independent contractor agreement with Elite Flooring Contractors, LLC in essentially the same form as the hereto attached Exhibit “B”, and to take any and all action necessary to effectuate this agreement, for the purchase and installation of flooring for the Middle Georgia Regional Commission for in the amount of fifty-seven thousand eight hundred ninety-nine and 00/100 dollars ($57,899.00) to be paid from budgeted funds.

SO RESOLVED this __________ day of __________________ 2015.
ROBERT A.B. REICHERT, MAYOR.

ATTEST:
JEAN S. HOWARD, CLERK OF COMMISSION
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC</th>
<th>PROJECT</th>
<th>CIACCT CODE/BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
</table>

The following documents are included with this recommendation:

- ☑ Buyer's Award Recommendation (this form)
- ☑ User Department Recommendation
- ☑ Official Bid Tabulation
- ☑ Copy of Recommended Vendor's bid
- ☑ Addenda (if any)
- ☑ Original Invitation for Bids

After reviewing all proposals, the committee recommends:  ☑ Award as follows  ☐ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>Elite Flooring Contractor's LLC</td>
<td>57,899.00</td>
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</table>

If recommending other than the lowest proposer please answer the following:
Did the low proposer meet the requirements of the bid?  ☐ Yes  ☐ No  ☐ N/A

Indicate why proposal should be rejected:  ☐ Over budget  ☐ No One Meets Specifications  ☐ Other  ☐ N/A

Award Requirements:  ☐ HOLD FOR MBCC AWARD  ☐ HOLD FOR MBCC ACTION

Details of solicitation process:

Invitation for Bids (IFB) # 15-043-CW was published on 1/23/2015. Advertised on Macon-Bibb County's Procurement page, and posted to the Georgia Procurement Registry (State Purchasing) where one thousand and thirty nine (1039) additional vendors were notified. On the published due date (2/26/15), two (2) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, a local vendor (Elite Flooring Contractor’s LLC.), who was the low bidder, whose total bid price was 57,899.00 was recommended for award. Procurement concurs with this award.

I have read the recommendation prepared by the department and agree with their recommendation.  ☐ Yes  ☐ No

Procurement Facilitator
Procurement Director
Mayor

EXHIBIT A  3/12/2015
TO: Bob Brown, BTBB Architects
FROM: Nyesha Daley

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
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<td>Flooring for MGRC</td>
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After reviewing all bids, I recommend: [X] Award as follows  [ ] Reject all Bids, Revise Specs and Re-bid

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<th>VENDOR NAME</th>
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<td>ELITE FLOORING CONTRACTOR'S LLC</td>
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If recommending other than the lowest bidder please answer the following:
Did the low bidder meet the requirements of the bid?  [ ] Yes  [ ] No (explain below)

<table>
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<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
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<tbody>
<tr>
<td></td>
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Indicate why all bids should be rejected (Check all that apply):  [ ] Over budget  [ ] None Meet Specifications  [ ] Other

REJECTION JUSTIFICATION

NAME:  [Signature]

TITEL:

SIGNATURE:  [Signature]  DATE:  3/11/15
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Bid is to be awarded based on Total Bid Price.

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<th>Description</th>
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<td>B. Local Non-Minority Owned Business</td>
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<td>C. Local Woman Owned Business</td>
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<td>D. Local Disadvantaged Business</td>
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<tr>
<td>E. Non-Local Minority Owned Business</td>
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<tr>
<td>F. Non-Local Non-Minority Owned Business</td>
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<tr>
<td>G. Non-Local Woman Owned Business</td>
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<tr>
<td>H. Non-Local Disadvantaged Business</td>
<td></td>
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<tr>
<td>I. Non-Profit Organization</td>
<td></td>
</tr>
<tr>
<td>J. Failed to Identify</td>
<td></td>
</tr>
</tbody>
</table>

I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice.

I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.

BY: Nyesha Daley
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made this ______ day of __________, 2015, between Macon-Bibb County, a political subdivision of the State of Georgia, (the “County”) and Elite Flooring Contractors, LLC. (“Independent Contractor”), collectively referred to as the “Parties”, individually may be referred to as “Party”.

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services
During the term of this Agreement, Independent Contractor shall provide the services described in the Independent Contractor Service Addendum attached hereto as Exhibit “A”, (the “Services”) which shall describe in detail the services to be provided and the compensation for performance and completion of such services. Services shall include and conform to the services described in the Invitation for Bid Number 15-043-CW issued January 23, 2015, Addendum #1 dated February 12, 2015, and Independent Contractor’s proposal or bid dated February 26, 2015, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement.

1.2 Method of Performing Services
Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibit “A”, provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff
Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the County at the Independent Contractor’s request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, “Staff”), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff’s own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.
1.4 Control of County Employees
Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

1.5 County's Assistance and Cooperation
During the Independent Contractor's performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor's obligations under this Agreement.

2. Non-Employment Relationship between County and Independent Contractor

2.1 Independent Contractor Relationship
Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venture with Independent Contractor for any purpose. Independent Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits
Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Independent Contractor and Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide County with a completed W-9 form, at the time this Agreement is executed.
3. **Warranties**

3.1 **Independent Contractor Warranties**
Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 **Competent Work**
Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 **Representations and Warranties**
Independent Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4. **Company Prohibitions to Create a Safe Work Environment**

4.1 **Drug Free Workplace**
Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

4.2 **Prohibition on Unlawful Discrimination and Harassment**
The County does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The County prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

5. **Termination**

5.1 **Termination for default**
(a) The County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the County
may authorize in writing) after receipt of notice from the County specifying such failure.

(b) In the event the County terminates this Agreement in whole or in part as provided in subparagraph (a) above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Independent Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement Document; provided, that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default or a subcontractor, and if such default arises out our causes beyond the control of both the Independent Contractor and the subcontractor, and without the fault or negligence of either of them, the Independent Contractor shall not be liable for any excess costs for failure to perform, unless the service to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Independent Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Independent Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement Document.

(e) The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5.2 Termination for Convenience
The County may at any time by providing thirty (30) days written notice terminate all or any part of this Agreement for the County’s convenience. If this Agreement is terminated, in whole or in part, for the County’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor and
cost of materials purchased within or meeting the established scope of work and reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Independent Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Independent Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

6. Notices
All notices required or permitted to be given under this Agreement shall be in writing (the “Notice”) and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar nation overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Mayor
Macon-Bibb County
P.O. Box 247
Macon, GA 31202-0247

For Independent Contractor:
Elite Flooring Contractors, LLC
Jay Bivins
P.O. Box 208
Macon, GA 31202-0208

7. Indemnification, Insurance, Risk Management, Bonding

7.1 Indemnification, hold harmless
Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releasees), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, for any loss or damage for bodily injury, property damages and attorneys’ fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor.

Independent Contractor’s obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements
In the event that the Independent Contractor, Staff, or agents or the Independent Contractor’s subcontractors enter the County’s property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and
traffic regulations. The Independent Contractor, and any subcontractor used by the Independent Contractor in connection with this Agreement, shall carry Workmen’s Compensation and Employees’ Liability Insurance to cover the Independent Contractor’s and any subcontractor’s legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Independent Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the County’s request, the Independent Contractor shall furnish to the County certificates from the Independent Contractor’s insurers showing such coverage in effect and agreeing to give the County ten (10) days’ prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance
The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor’s, failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees to indemnify and hold harmless the County for any claims arising from the Independent Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

7.4 Risk Management Requirement
When operating on the property of the County, the Independent Contractor shall abide by the County’s applicable Risk Management requirements, as may be provided from time to time by the County.

8. Non-Exclusivity
This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

9. Waiver
County’s waiver of Independent Contractor’s breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.
10. **Assignment**

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

11. **Force Majeure**

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. **Applicable Law**

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia.

13. **Publicity**

Independent Contractor shall not release without prior written approval from County, any publicity regarding the program or services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Independent Contractor, identifying County receiving goods or services under this Agreement.

14. **Time is of the Essence**

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. **Ownership**

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to the County.
16. **Certain Rules of Interpretation**

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neutral shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. **Titles, Captions and Headings**

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. **Counterparts**

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. **Amendment**

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. **Exhibits**

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. **Severability**

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. **Entire Agreement**

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement,
arc the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

23. Disputes

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with the County's direction.

24. Equal Employment Opportunity

During the performance of this agreement, the Independent Contractor agrees as follows:

(a) The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO Clause.

(b) The Independent Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

(c) The Independent Contractor shall send to each labor union or
representative or workers with which the Independent Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the city's equal employment opportunity ordinance and other city code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.

(e) The Independent Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.

(f) The Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the contractor and its subcontractors.

(g) The Independent Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(h) A finding, as hereinafter provided, that a refusal by the Independent Contractor or subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties:

(1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
(2) Refusal of all future bids for any contract with Macon-Bibb County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided herein;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

1. Affirmative Action Program

Independent Contractor shall provide the Buyer with a copy of its Affirmative Action Program. For the purposes of this Section, Affirmative Action Program means a written, results-oriented program meeting the requirements of Macon-Bibb County ordinances, city or county rules adopted pursuant to this ordinance, and other applicable regulations, designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor’s or subcontractor’s business, and to treat employees equally without regard to their status as a woman or as a minority. An affirmative action program will include, but not be limited to, the following aspects of employment pertaining to women and minorities:

(a) Hiring

(b) Upgrading

(c) Promotion

(d) Transfer

(e) Layoff

(f) Termination

(g) Rates of pay and other forms of compensation
(h) Training programs and selection for training, apprenticeship

(i) Recruitment advertising, recruitment efforts

(j) Employment goals

(k) Written plan to achieve those goals with timetables

2. Insurance Requirements

(a) Commercial General Liability Insurance Policy ("CGL"). Independent Contractor agrees to procure and maintain a CGL covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insured. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

$1,000,000.00 combined single limit for B.I., P.D.

Maximum deductible: $5,000.00

To include:

Premises-Operations
Products & Completed Operations
Broad form Contractual
Independent Contractor and Subcontractor
Underground explosion and collapse

(b) Business Automobile Liability Insurance ("BAP"). Independent Contractor agrees to procure and maintain a BAP with liability limits of not less than $1,000,000.00 combined single limit for B.I., P.D., covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

Maximum deductible: $5,000.00
(c) **Workers’ Compensation Insurance.** Independent Contractor agrees to procure workers’ compensation coverage in accordance with the statutory limits as established by Georgia law.

(d) **Professional Liability.** Independent Contractor agrees to procure and maintain a Professional Liability or Engineering Errors and Omissions policy with liability limits of not less than $1,000,000.00.

(e) **Evidence of Insurance and General Terms.** Independent Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of “A” or better and with a financial size rating of Class V or larger.

(f) **Obligation to Verify Insurance.** The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees indemnify and hold harmless the County for any claims arising from the Independent Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

3. **Verifications**

(a) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavit attached hereto as Exhibit “B-1” shall be executed and adhered to by Independent Contractor.

(b) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee
information, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavits attached hereto as Exhibit "B-2" shall be executed and adhered to by Independent Contractor and its subcontractors and sub-subcontractors, if any.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

COUNTY:

MACON-BIBB COUNTY

By: __________________________________________  Date
    Robert A.B. Reichert, Mayor

Attested: _________________________________  Date
    Jean S. Howard, Clerk of Commission

INDEPENDENT CONTRACTOR:

Elite Flooring Contractors, LLC

By: ______________________________________  Date
    Jay Bivins, President

Attested: _______________________________  Date
    Notary Public
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall remove existing floor covering; furnish and install new resilient base and new resilient tile in rooms 124 and 129; and furnish and install new carpet in rooms 109, 110, 113 and 125 of the Middle Georgia Regional Commission in Macon, Georgia. Further details are provided via the attached Exhibit “B”, attached hereto and incorporated herein.

TERM: Vendor is available to start project based on carpet delivery schedule and requires twelve (12) calendar days to complete installation of all flooring noted in this agreement as indicated on vendor Bid Form which is included in the attached Exhibit “B”, attached hereto and incorporated herein.

COMPENSATION: Total compensation paid by the County pursuant to this Agreement shall not exceed $57,899.00.

EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.

WARRANTIES: Independent Contractor shall guarantee all labor and workmanship for a minimum of one (1) year from date of completion.

COUNTY:

MACON-BIBB COUNTY

By: ___________________________  __________________________
    Robert A.B. Reichert, Mayor  Date

Attested: ______________________  ________________________
          Jean S. Howard, Clerk of Commission  Date
INDEPENDENT CONTRACTOR:

Elite Flooring Contractors, LLC

By: ________________________________  ________________________________
    Jay Bivins, President  Date

Attested: ________________________________  ________________________________
          Notary Public  Date
Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(i)

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 MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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__________, 20_________ 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

My Commission Expires:

____________________
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

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 MACON-BIBB COUNTY, GEORGIA 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 business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such 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

My Commission Expires:

____________________
## BIDDER INFORMATION

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Elite Flooring Contractors, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td>Post Office Box 208, Macon, GA 31202</td>
</tr>
<tr>
<td>Authorized By (typed or printed name):</td>
<td>Jay Blivins</td>
</tr>
<tr>
<td>Title:</td>
<td>President</td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Date:</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>478-746-1100</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>478-746-1700</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:jblivins@eliteflooringcontractors.com">jblivins@eliteflooringcontractors.com</a></td>
</tr>
</tbody>
</table>

## REMITTANCE INFORMATION (where payments should be sent)

| Remit to Name:         | Elite Flooring Contractors, LLC |
| Remit to Address:      | Post Office Box 208              |
| City:                  | Macon                           |
| State:                 | GA                              |
| Zip:                   | 31202                           |
| County:                | Bibb                            |
| Phone:                 | 478-746-1100                    |
| Fax:                   | 478-746-1700                    |
| Contact:               | Rosland Blount                  |
| Email:                 | rblount@eliteflooringcontractors.com |
| Tax ID:                | SSN                             |
| Federal Tax ID:        | 55-08611417                     |
| Business Type:         | Business                        |

## PURCHASE ORDER INFORMATION (where purchase orders should be sent)

| Purchase Order Name:   | Elite Flooring Contractors, LLC |
| Purchase Order Address:| Post Office Box 208              |
| City:                  | Macon                           |
| State:                 | GA                              |
| Zip:                   | 31202                           |
| County:                | Bibb                            |
| Phone:                 | 478-746-1100                    |
| Fax:                   | 478-746-1700                    |
| Contact:               | Jay Blivins                     |
| Email:                 | jblivins@eliteflooringcontractors.com |
| Payment Terms:         | Discount % No. Days Net Due     |
| Freight Terms:         | Ship Via: POB                   |

## MBE/DBE/WBE STATUS (check appropriate box(es))

- [ ] African American
- [ ] Hispanic
- [ ] Native American
- [ ] Asian American
- [ ] Disabled
- [ ] Veteran
- [ ] Woman-Owned
- [ ] Not-Applicable

![EXHIBIT B]
BID FORM

Macon-Bibb County Board of Commissioners
Ms. Nyesha Daley, MBA, CPPB
Macon-Bibb County, Procurement Dept.
682 Cherry Street, Suite 800
Macon, Georgia 31201

DATE: February 26, 2015

Re: Flooring for Middle Georgia Regional Commission
Macon-Bibb County
Bibb County, Georgia

Dear Ms. Daley:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.

2. ADDENDUM RECEIPT:
   a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
   b. Bidder acknowledges receipt of the following addenda:

      Addendum No. 1 Dated Feb. 12, 2015
      Addendum No. Dated
      Addendum No. Dated

3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.

6. Enclosed herewith is a Bid Bond in the amount of five-percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.
BID FORM

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

9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

BID FOR
FLOORING FOR
MIDDLE GEORGIA
REGIONAL COMMISSION

<table>
<thead>
<tr>
<th>Total Bid Price</th>
<th>$57,889.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date available to start</td>
<td>Based on carpet delivery schedule</td>
</tr>
<tr>
<td>Time required for completion</td>
<td>12 Calendar days</td>
</tr>
</tbody>
</table>

All work performed under this bid and the resulting contract shall be in strict compliance with the project specifications.

Respectfully Submitted,

Authorized Signature: [Signature] Dated: February 26, 2015

Typed Name: Melinda Olmstead 
Title: Estimator

Firm Name: Elite Flooring Contractors, LLC

[Signature] 
Procurement Representative of Macon-Bibb County Government, do certify this solicitation was publicly opened and read at the time and place stated in the notice.

[Signature] 
Procurement Facilitator
[Signature] 
Witness
BIDDER QUALIFICATION FORM

Company Name: Elite Flooring Contractors, LLC
Address: Post Office Box 208, Macon, GA 31202
When Organized: 1-1-2003  Where Incorporated: Macon, GA
How many years have you engaged in business under the present firm name?  12
Credit available for this contract? Yes
Contracts now in hand?
Has bidder ever refused to execute a contract at the original bid amount? no
Has bidder ever been declared in default on a contract? no
Comments:

Company Name: Elite Flooring Contractors, LLC
Authorized By (typed name): Jay Bliving
Authorized Signature:  
Title: President  Date: 3-25-2016

References
Following is a reference list of contracts that are similar to this project:

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCCG Cancer Ctr.</td>
<td>Macon, GA</td>
<td>Jacob Gregson</td>
<td>501-288-2733</td>
</tr>
<tr>
<td>Fairview Park ER Dept</td>
<td>Dublin, GA</td>
<td></td>
<td>478-272-0721</td>
</tr>
<tr>
<td>Wesley College Pierce Chapel</td>
<td>Macon, GA</td>
<td></td>
<td>478-743-1578</td>
</tr>
<tr>
<td>Macon Water Authority</td>
<td>Macon, GA</td>
<td>Gene Dunwoody</td>
<td>478-742-5321</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
My Commission Expires: 10-28-2015

[NOTARY SEAL]
LIST OF SUB-CONTRACTORS

I do __, do not __, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doug Edelen</td>
<td>Floory</td>
</tr>
<tr>
<td>508 Hooper Road</td>
<td>Floory</td>
</tr>
<tr>
<td>Perry, GA 31069</td>
<td></td>
</tr>
<tr>
<td>John Lewis</td>
<td>Floory</td>
</tr>
<tr>
<td>1978 Highway 18 East</td>
<td></td>
</tr>
<tr>
<td>Macon, GA 31217</td>
<td></td>
</tr>
</tbody>
</table>

Contractor Name: Elite Flooring Contractors LLC
BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do [circle: yes or no] propose to employ the minority sub-contractors as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
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</tr>
</tbody>
</table>

Elize Florey Gubade
Contractor

Name
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

X. Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

SUBSCRIBED AND SWORN
BEFORE ME ON THE
25th DAY OF February, 2015

My Commission Expires: 12-28-2015

[NOTARY SEAL]

Notary Public
INSURABILITY STATEMENT

Please check appropriate item(s):

By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Elite Flooring Contractors, LLC
Authorized By (typed name): Jay Bylina
Authorized Signature:  
Title: President  Date: 2-25-2015

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
25th DAY OF February, 2015
Notary Public

[Stamp]
COMMITTEE AMENDMENT

A RESOLUTION OF MACON-BIBB COUNTY COMMISSION AUTHORIZING THE EXCHANGE OF PROPERTY OWNED BY MACON-BIBB COUNTY LOCATED AT 1283 ADAMS STREET IN MACON, BIBB COUNTY, GEORGIA, FOR PROPERTIES OWNED BY THE CORPORATION OF MERCER UNIVERSITY LOCATED AT 1470 TELFAIR STREET, 1217 SECOND STREET, 1239 SECOND STREET, 806-818 EDGECOOD AVENUE, 834 EDGECOOD AVENUE, AND 606 HAZEL STREET IN MACON, BIBB COUNTY, GEORGIA PURSUANT TO THE REQUIREMENTS OF THE MACON-BIBB COUNTY CODE OF ORDINANCES § 19-12 AND O.C.G.A. § 36-37-6(c); AND PROVIDING THAT AN ADDITIONAL $712,000 IN SPLOST PROJECT FUNDS SHALL BE ALLOCATED TO THE NEW SENIOR CENTER SPLOST PROJECT FROM THE SECOND STREET CORRIDOR SPLOST PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Mercer is interested in acquiring the current Senior Center Building and parking lots located at 1283 Adams Street near the Mercer Campus, all of which is owned by Macon-Bibb County. This parcel is listed as Exhibit A, Parcel 1 to the Exchange Agreement attached hereto as Exhibit "I"; and

WHEREAS, The Corporation of Mercer University, (hereinafter referred to as "Mercer"), owns (or is acquiring) properties that are needed for right-of-way for the Second Street Corridor project. Those parcels are listed as Exhibit B, Parcels 2(a)-(f), to the Exchange Agreement attached hereto and incorporated herein by reference as Exhibit "I"; and

WHEREAS, Parcel 1 (the current Senior Center) has been appraised for $712,000 and the replacement properties, Parcels 2(a)-(f), have been appraised for $723,300; and

WHEREAS, all appraisals are on file with the Clerk of Commission; and

WHEREAS, the Macon-Bibb County Commission has determined that it would be in the best interest of the citizens of Macon-Bibb County to exchange these properties as set out in the Exchange Agreement attached hereto as Exhibit "I"; and

WHEREAS, the proposed exchange of property is in accordance with the Macon-Bibb County Code of Ordinances § 19-12 and O.C.G.A. § 36-37-6(c); and

WHEREAS, notice of the proposed exchange will be advertised once per week for four weeks within six weeks of the closing in the Macon Telegraph as required under O.C.G.A. § 36-37-6(c); and

WHEREAS, $712,000 in SPLOST project funds were not required to be expended for right-of-way acquisition for the Second Street Corridor SPLOST project as a result of having
been able to utilize the value of the current Senior Center property as part of the exchange of properties; and

WHEREAS, to help ensure an equitable allocation of SPLOST project funds, the Macon-Bibb County Commission has determined that this $712,000 should be allocated to the new Senior Center SPLOST project.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by authority of the same that the Mayor is authorized to enter into the Exchange Agreement attached hereto as Exhibit “I” and to exchange Parcel 1 shown on Exhibit “A” to the Exchange Agreement for Parcels 2(a)-(f) shown on Exhibit “B” to the Exchange Agreement, and to take any and all other actions as may be necessary to effectuate the terms of the Exchange Agreement.

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission that an additional $712,000 in SPLOST project funds shall be allocated to the new Senior Center SPLOST project from the Second Street Corridor SPLOST project.

SO RESOLVED this _____ day of __________________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:  
JEAN S. HOWARD, CLERK OF COMMISSION

(SEAL)
EXCHANGE AGREEMENT

This Exchange Agreement made and entered into in Macon, Georgia on the ____ day of ______________________, 2015, by and between the parties: MACON-BIBB COUNTY (referred to as “Macon-Bibb”); and THE CORPORATION OF MERCER UNIVERSITY, a Georgia Non-Profit Corporation (referred to as “Mercer”) who have executed this Exchange Agreement.

Subject to the terms and conditions, and in consideration of the covenants and undertakings of the respective parties herein contained, the parties mutually agree as follows:

RECITALS:

Mercer is interested in acquiring the Bibb County Senior Center Building and parking lots on Adams Street near the Mercer Campus. (Exhibit A, Parcel 1) Macon-Bibb is working on the Second Street Corridor, and properties that Mercer owns (or is acquiring) are needed for right-of-way for the project. Those parcels are listed as Exhibit B, Parcels 2(a)-(f).

ARTICLE 1

CONVEYANCE AND EXCHANGE

1.1. Conveyance by Macon-Bibb.

Macon-Bibb agrees to convey to Mercer that parcel of real estate, together with all permanent improvements located thereon, described in Exhibit A attached hereto and incorporated by reference, said property being referenced herein as Parcel 1.

1.2. Conveyance by Mercer.

In exchange for the conveyance of Parcel 1 described in Section 1.1 above and Eleven Thousand Three Hundred and No/100 Dollars ($11,300.00), Mercer agrees to exchange with Macon-Bibb, or to that person or entity as Macon-Bibb may designate, those parcels of real estate, together with all permanent improvements located thereon, described on Exhibit B attached hereto and incorporated herein by reference, said property being referenced herein as Exhibit B, Parcels 2(a)-(f).  

1.3. Agreement to Pay Difference in Valuation.

All parcels were appraised by appraisers on the Macon-Bibb list of approved appraisers. At the time of the simultaneous exchange of properties Macon-Bibb will pay Eleven Thousand Three Hundred and No/100 Dollars ($11,300.00) to Mercer calculated by subtracting the appraised value of Parcel 1 from the appraised values of Parcels 2(a)-(f), in cash or certified funds.

EXHIBIT

____ (I) ______
ARTICLE II
TITLE, INSURANCE, PRORATIONS

2.1. Title.
Each party must furnish to the other good and marketable title on the real estate described herein. The closing attorney shall provide a title opinion to each party on the properties.

2.2. Prorations.
All real estate taxes and special assessments shall be paid by Macon-Bibb for Parcel 1 through the day of closing (none should be due since Macon-Bibb owns Parcel 1 already), and all real estate taxes and special assessment shall be paid by Mercer for Parcels 2(a)-(f) prorated through the day of closing.

Properties were appraised as follows:

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Value</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 1</td>
<td>$712,000.00</td>
<td>1283 Adams Street</td>
</tr>
<tr>
<td>Parcel 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>$1,300.00</td>
<td>1470 Telfair Street</td>
</tr>
<tr>
<td>(b)</td>
<td>$32,000.00</td>
<td>1217 Second Street</td>
</tr>
<tr>
<td>(c)</td>
<td>$30,000.00</td>
<td>1239 Second Street</td>
</tr>
<tr>
<td>(d)</td>
<td>$80,000.00</td>
<td>806-818 Edgewood Avenue</td>
</tr>
<tr>
<td>(e)</td>
<td>$525,000.00</td>
<td>834 Edgewood Avenue</td>
</tr>
<tr>
<td>(f)</td>
<td>$55,000.00</td>
<td>606 Hazel Street</td>
</tr>
<tr>
<td></td>
<td>$723,300.00</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE III
LEASEBACK

3. Mercer agrees to lease to Macon-Bibb the Senior Center property, Parcel 1, for $1.00 per month for a period of Two (2) years or sooner if Macon-Bibb is ready to relocate the Senior Center. Macon-Bibb County shall have the option to extend the leaseback period for up to One (1) year if Macon-Bibb County is not ready to relocate the Senior Center.

ARTICLE IV
REPRESENTATIONS OF MACON-BIBB AND MERCER

4.1. With regard to Parcel 1, Macon-Bibb represents to Mercer to the best of its knowledge and belief, as follows:
(a) that Macon-Bibb will convey Parcel 1 to Mercer at Closing in an "as is" condition by quit claim deed;

(b) that Macon-Bibb has not received any notice of any violation of any law, zoning ordinance, code, or regulation affecting Parcel 1 that has not been complied with; Macon-Bibb has not received any notice as to any existing or threatened condemnation or other legal action of any kind involving Parcel 1;

(c) that Macon-Bibb has not received any notice of any contemplated or actual special assessments or reassessments for general real estate tax purposes affecting Parcel 1;

(d) that Macon-Bibb has no knowledge of any actions, suits, or proceedings pending or threatened against or relating to Macon-Bibb or Parcel 1 in any court or before any administrative agency which, if successful, would affect Parcel 1 in any manner.

4.2. With regard to Parcels 2(a)-(f), Mercer represents to Macon-Bibb, to the best of its knowledge and belief, as follows:

(a) that Mercer will convey Parcels 2(a)-(f) to Macon-Bibb at Closing in an "as is" condition by quit claim deed;

(b) that Mercer has not received any notice of any violation of any law, zoning ordinance, code, or regulation affecting Parcels 2(a)-(f) that has not been complied with; Mercer has not received any notice as to any existing or threatened condemnation or other legal action of any kind involving Parcels 2(a)-(f), but Mercer is aware that Parcels 2(a)-(f) may be used for the Second Street Corridor;

(c) that Mercer has not received any notice of any contemplated or actual special assessments or reassessments for general real estate tax purposes affecting Parcels 2(a)-(f);

(d) that Mercer has no knowledge of any actions, suits, or proceedings pending or threatened against or relating to Mercer or Parcels 2(a)-(f) in any court or before any administrative agency which, if successful, would affect Parcels 2(a)-(f) in any manner.

ARTICLE V

TITLE

5. Each title opinion, commitment or policy required to be delivered under the terms of this agreement will be conclusive evidence of good title as shown as to all matters shown in the title opinion or insured by the policy, subject only to the exceptions as stated in the title commitment or
policy or title opinion. If any title commitment or title opinion required to be delivered under this agreement discloses unpermitted exceptions which render the title unmarketable, then the party required to convey the title will have 45 days from the date of delivery of notification of the exception, until closing to have the exceptions removed from the commitment or opinion or to have the title insurer commit to insure against loss or damage that may be occasioned by the exceptions. If that party fails to have the exceptions removed or, in the alternative, to obtain the commitment for title insurance specified here as to those exceptions within the specified time, the other party may terminate this agreement. If either party desires title insurance, that party shall pay for its insurance. Mercer represents it is acquiring title insurance on Parcel 1 for the appraised value. Macon-Bibb County represents that it is acquiring title insurance on Parcels 2(a)-(f).

ARTICLE VI
NOTICES

6. All notices and demands under this agreement must be in writing and mailed by registered or certified mail or hand delivered with a written receipt to:

Macon-Bibb: c/o Robert A.B. Reichert, Mayor
Macon-Bibb County
P. O. Box 247
Macon, Georgia 31202-0247

with a copy to: Judd Drake
Macon-Bibb County Attorney
P. O. Box 247
Macon, Georgia 31202-0247

Mercer: c/o William G. Solomon
Mercer University
1400 Coleman Avenue
Macon, GA 31207

with a copy to: Jonathan A. Alderman
Anderson, Walker & Reichert, LLP
P.O. Box 6497
Macon, GA 31208-6497

Notices under this agreement will be deemed received when actually delivered, when delivery is refused, or when the United States Postal Service designates the item undeliverable.
ARTICLE VII
DEFAULTS

7.1. Macon-Bibb’s Remedy.

In the event of a default by Mercer, Macon-Bibb, as its sole remedy, has the right to terminate this Agreement by notice of the termination to Mercer.


In the event of default by Macon-Bibb, Mercer, as its sole remedy, may terminate its obligations under this agreement by notice thereof to Macon-Bibb.

ARTICLE VIII
MISCELLANEOUS

8. This agreement will be binding on and inure to the benefit of the parties and their respective executors, administrators, successors and permitted assigns. This agreement contains the entire agreement of the parties and may not be amended or modified except by written agreement of the parties. The caption headings contained in this agreement are for convenience only and may not be construed as delimiting or modifying the provisions of the text of any portion of this agreement. In the event any provision of this agreement or the application of any provision to any statement of facts will be declared to be illegal, unenforceable or contrary to public policy, then that provision or application, as the case may be, will be null and void, but this agreement will continue in full force and effect as to all other provisions.

ARTICLE IX
ATTORNEYS FEES AND CLOSING COSTS

9.1 Each party shall pay its own attorney’s fees generally. However, Mercer shall pay Anderson, Walker & Reichert, LLP as closing attorney to (1) search the title on all parcels providing a title opinion on all tracts to each party, (2) prepare all closing documents and perform the closing and recording of all documents.

9.2 Macon-Bibb shall pay any transfer tax associated with the transfer of Parcel 1 (although it may be exempt), and Mercer shall pay any transfer tax associated with the transfer of Parcels 2(a)-(f).
9.3 Macon-Bibb shall pay the costs of recording associated with the transfer of Parcels 2(a)-(f) and Mercer shall pay the costs of recording associated with the transfer of Parcel 1.

ARTICLE X
CLOSING

10.1 Closing shall occur within 60 days from approval by the Macon-Bibb Commission.

10.2 If any contingency under Article XII is still outstanding or if title problems are being resolved under Article V, then the closing shall occur 30 days after the contingency has been met. If a contingency is outstanding for more than six (6) months, either party may terminate this agreement, with 30 days notice to the other party to close within that time, waiving the contingency or termination shall occur.

ARTICLE XI
CONTINGENCY PROVISIONS

11.1 This exchange is contingent upon Macon-Bibb obtaining approval from the Macon-Bibb County Commission to swap Parcel 1 for Parcels 2(a)-(f) pursuant to this Exchange Agreement.

11.2 Macon-Bibb County must advertise this exchange pursuant to O.C.G.A. § 36-37-6(c) once a week for four (4) weeks within six weeks preceding the closing.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and the year first above written.

MACON-BIBB COUNTY

By: ________________________________

Attest: ______________________________

THE CORPORATION OF MERCER UNIVERSITY

By: ________________________________

Attest: ______________________________
EXHIBIT A.

PARCEL 1

All that tract or parcel of land, lying and being in the City of Macon, Bibb County, Georgia, being more particularly known as part of Lots 2, 3 and 4 in Square 64 of the Southwest Commons of the City of Macon and a 20-foot street encroachment into Coleman Avenue granted in April 1887, more particularly described by reference to a plat made by J.O. Roberts dated December 14, 1988, recorded in Plat Book 80, Page 105, Clerk's Office of Bibb Superior Court.

This property is subject to an easement to Georgia Power Company recorded at Deed Book 1454, Page 642, said Clerk's Office and also an easement agreement recorded at Deed Book 899, Page 59, said Clerk's Office, together with any easements as shown on said plat.

This is the same property deeded to Bibb County by the City of Macon by deed dated February 22, 1990 recorded at Deed Book 1842, Page 96 of the Bibb County Deed Records, and described in a deed to the City of Macon dated February 27, 1989 recorded at Deed Book 1755, Page 97 of the Bibb County Deed Records. Since Bibb County and the City of Macon have merged, the reverter in the deed to Bibb County is extinguished.
EXHIBIT B

PARCELS 2

(a) 1470 Telfair Street Lane: All that tract or parcel of land lying and being in the City of Macon, County of Bibb, and State of Georgia and being known as Parcel 2 of a subdivision of property located in Lots 3 and 4 in Square 35, Southwest Commons, according to a plat of this property recorded in the Clerk’s Office, Bibb Superior Court in Plat Book 23, folio 123. The said Lot 2 fronts 25 feet on the south side an access alley which has been referred to as Telfair Street Lane and which is shown as Lot 4 on said plat, running back in equal width 100 feet; and being 25 feet wide across the rear. Situated on this property is a house known as 1470 Telfair Street Lane.

Also conveyed is an access easement over Lot 4 as shown on the plat recorded in Book 869, Page 315, said Clerk’s Office.

This is the same property described in a Warranty Deed dated June 16, 2014, from Mitchell Schwaber, and recorded in Deed Book 9273, Page 180, Clerk’s Office, Bibb Superior Court.

(b) 1239 Second Street: All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia, and known in the plan of said city as part of Lot 2 in Square 32. Said lot fronting 52.5 feet on Second or Troup Street and running back at right angles a distance of 138.0 feet to the property heretofore conveyed by Mattie Yeomans Taylor to Bibb County for use as a school. Said property is bounded on the north by property formerly owned by Mrs. Dan Tracy and on the south by property formerly owned by Mrs. Phillips and on the east by Second Street and on the west by the school property and having a structure thereon known as 1239 Second Street, Macon, Georgia, 31201.

This is the same property described in a Warranty Deed from Citizens Bank & Trust Company to Dleslie, LLC dated January 30, 2013, and recorded in Deed Book 8923, Page 263, Clerk’s Office, Bibb Superior Court.

(c) 1217 Second Street: All that tract or parcel of land lying and being in Macon, Bibb County, Georgia, known as a part of Lot 1 in Square 32, Southwest Common, as more particularly shown by a plat of record in Plat Book 12, Page 95, Clerk’s Office, Bibb Superior Court.

This lot fronts 59.5 feet on the northwesterly side of Second Street and extends back a distance of 138.0 feet on each side and is 55.0 feet wide across the rear.

This property is known as 1217 Second Street, Macon, Georgia, according to the present system of numbering in use.

This is the same property described in a Warranty Deed from Carlton Shelton Mullis and Myra Paul, to Dleslie, LLC dated January 31, 2013, and recorded in Deed Book 8923, Page 266, Clerk’s Office, Bibb Superior Court.
(d) **806 Edgewood Avenue (Stafford Lot):** All that tract or parcel of land in the Godfrey District of Bibb County, Georgia, in the City of Macon, and being the west or southwest corner of Telfair Street and Edgewood Avenue (formerly Boundary) Street, and known as part of the old Charles A. Beasley lot at Beasley's Crossing; the lot hereby conveyed fronting Sixty-Three and one-half (63½) feet on Boundary Street. One Hundred Sixty-Four (164) feet on Telfair Street, and One Hundred Sixty-Eight (168) feet on the west side and Sixty-Eight and one-half (68½) feet across the rear. The above described property being the same property conveyed by Walter J. Aldred to P. L. Gunnels on the 1st day of May, 1914, by deed recorded in the Office of Clerk of Bibb Superior Court in Book 188, Folio 731; and thereafter, conveyed on March 14, 1936, by Howell P. Gunnels and A. L. Gunnels to Louis Wilburn Gunnels.

**LESS AND EXCEPT:** The portion of this property conveyed to the City of Macon by Right-of-Way Deed dated January 19, 1988, recorded in Deed Book 1701, Page 317, Clerk's Office, Bibb Superior Court. The current dimensions of the property less the Right-of-Way Conveyance are shown on the plat recorded in Plat Book 90, Page 180, Clerk's Office, Bibb Superior Court, for the parcel designated thereon as "Steven Stafford". The description in said plat is incorporated herein by reference.

The property is now bounded on the north by Edgewood Avenue, on the east by Telfair Street and on the west by The Corporation of Mercer University and on the South by Mercer and the Right-of-Way for the "Downtown Connector" being Telfair Street and Little Richard Penniman Boulevard.

The property is known under the present system of numbering as 806 Edgewood Avenue, Macon, Georgia, 31201.

This is the same property described in a Warranty Deed dated November 19, 2010, from Steven Stafford to The Corporation of Mercer University and recorded in Deed Book 8407, Page 327, Clerk's Office, Bibb Superior Court.

(e) **Mercer Lacrosse Practice Field at Little Richard Penniman Boulevard. Prior address 1553 Telfair Street, 1571 Telfair Street and 834 Edgewood Avenue:** All that tract or parcel of land in the City of Macon, Bibb County, Georgia, being a part of an original 4 acre lot known as Lot 8 of the Macon Reserve West of the Ocmulgee River being comprised of Tract A, 2.34 acres and Tract B, .24 acres, as shown on a plat for the City of Macon dated April 23, 2001, recorded in Plat Book 90; Page 180, Clerk's Office, Bibb Superior Court, the description in said plat being incorporated herein by reference thereto.

This is Tract 1 in a quitclaim deed from the City of Macon to The Corporation of Mercer University dated December 31, 2008 and recorded at Deed Book 8000, Page 246 of the Bibb County Deed Records.
(f) 606 Hazel Street: All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia, being known and described as being a part of the northern portion of Lot 1, Block 32, Southwest Commons, the lot hereby conveyed beginning on the western side of Second Street at a point 60 feet northeast of the northerly line of the property now or formerly owned by Yeomans and from said point running northerly along Second Street 44.25 feet, more or less, to the northeast corner of said Lot 1 and Hazel Street and with such width extending back along Hazel Street 136.5 feet, more or less, to the property now or formerly owned by Ed Carvest having a house located thereon known as 1209 Second Street, now 606 Hazel Street at Second Street.

This is the same property conveyed to Randy Jernigan and John Gallo by deed from Glennie Mayo Smith, dated May 20, 1994 and recorded in Deed Book 2513, Page 186, Clerk’s Office, Bibb Superior Court and the same property conveyed to Randy Jernigan by deed from John Gallo, dated May 17, 1995 and recorded in Deed Book 4871, Page 293, Clerk’s Office, Bibb Superior Court.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUESTING
THE GOVERNOR OF GEORGIA TO AUTHORIZE THE NECESSARY
REFERENDUM AMONG ELIGIBLE EMPLOYEES TO ALLOW SAID EMPLOYEES
TO REMAIN COVERED BY SOCIAL SECURITY UNDER A NEW 218 AGREEMENT
BETWEEN MACON-BIBB COUNTY AND THE SOCIAL SECURITY
ADMINISTRATION; AND FOR OTHER PURPOSES.

WHEREAS, on February 18, 2014, the Macon-Bibb County Commission approved a
resolution to request the State of Georgia Social Security Coordinator to be notified of Macon-
Bibb County’s desire to hold a referendum by its eligible employees to allow said employees to
remain covered by social security under a new 218 agreement between Macon-Bibb County and
the Social Security Administration; and

WHEREAS, in order to hold the necessary referendum the Governor of Georgia must
issue a Proclamation authorizing such referendum; and

WHEREAS, the referendum cannot be held earlier than 90 days from the date of the
Notice of Referendum and the Notice of Referendum cannot be released until the Proclamation is
received from the Governor; and

WHEREAS, it is necessary to deliver a resolution to the Employee Retirement System of
Georgia from the Macon-Bibb County Commission requesting the governor authorize the
referendum.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it
is hereby so resolved by the authority of the same that Macon-Bibb County shall request the
Governor of Georgia authorize the necessary referendum among eligible employees to allow said
employees to remain covered by social security under a new 218 agreement between Macon-Bibb
County and the Social Security Administration substantially in the same form attached as Exhibit
“A”.

SO RESOLVED this ___ day of March, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
Jean S. Howard, Clerk of the Commission
RESOLUTION TO REQUEST AUTHORIZATION OF REFERENDUM

Whereas, Act No. 82, 1956 Session of the General Assembly of Georgia established procedures whereby members of the retirement systems in political subdivisions may obtain coverage.

Therefore, be it resolved that the Macon-Bibb County, desiring to obtain coverage of services of employees in positions covered by the Macon-Bibb County Pension, respectfully requests the Governor of Georgia to authorize the necessary referendum among the eligible employees of Macon-Bibb County as to which such employees desire coverage.

CERTIFICATION

I, ________________, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Macon-Bibb County on the _____ day of ____________, 2015.

Signed ____________________

Title ____________________

Date ____________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT A REQUEST FOR PROPOSALS BE ISSUED REGARDING A NAMING RIGHTS PARTNER FOR THE MACON CENTREPLEX AND THE MACON CITY AUDITORIUM; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Board of Commissioners are interested in exploring alternative sources of generating revenue which can be used to help provide services and amenities to the citizens of Macon-Bibb County; and

WHEREAS, Macon-Bibb County currently owns the Macon Centreplex and the Macon City Auditorium; and

WHEREAS, the Macon Centreplex and the Macon City Auditorium regularly hosts entertainment events, such as concerts, comedy shows, public ice skating, musicals, conventions, the Georgia High School Basketball Association State Championship games, and other cultural/recreational events that drew large crowds to the buildings; and

WHEREAS, in addition, in October of 2015, the Macon Centreplex is scheduled to become the home arena for the Macon Mayhem, which will be a minor league hockey team based in Macon, Georgia and participating in the Southern Professional Hockey League; and

WHEREAS, hosting events with large scale attendance makes each of the aforementioned buildings desirable for advertising purposes; and

WHEREAS, naming rights for buildings have become a popular advertising mechanism for businesses and corporations, especially for sports venues and concert facilities; and

WHEREAS, a naming rights partner would be interested in such advertising rights in order to help boost a business’ local presence, to display a valuable positive association with the people of Macon-Bibb County, and to promote the business to a diverse audience; and

WHEREAS, the purpose of issuing a Request for Proposals for a naming rights partner for the two (2) buildings will be to gauge the interest for such an endeavor in Macon-Bibb County and to address the feasibility and financial aspects of such a project once proposals are received; and

WHEREAS, upon the receipt of responsive proposals, the information shall be presented back to the Macon-Bibb County Board of Commissioners for review and for further action, if any; and
WHEREAS, this resolution will promote the welfare of the citizens of Macon-Bibb County by exploring additional potential revenue streams not currently being utilized by Macon-Bibb County; and

NOW, THEREFORE BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Board of Commissioners authorizes the Macon-Bibb County Procurement Department to issue a Request for Proposals seeking a naming rights partner for the Macon Centreplex and the Macon City Auditorium; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that upon the receipt of responsive bids from the aforementioned Request for Proposals, all such information contained in said bids shall be presented to the Macon-Bibb County Board of Commissioners for review and further action.

SO RESOLVED this _____ day of ___________________, 2015.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

JEAN S. HOWARD, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE GEORGIA COUNTY INTERNSHIP PROGRAM (GCIP) GRANT IN THE AMOUNT OF $4,000 AWARDED FROM THE ACCG CIVIC AFFAIRS FOUNDATION TO THE PUBLIC DEFENDER’S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia County Internship Program (GCIP) has been awarded to the Public Defender’s office from the ACCG Civic Affairs Foundation, in the amount of $4,000; and

WHEREAS, these funds will be used for the 2015 summer program to fund two summer internship positions for the Public Defender’s intern project; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the acceptance of the Georgia County Internship Program (GCIP) Grant in the amount of $4,000 is hereby authorized and that the Mayor shall be authorized to take any and all actions necessary to effectuate acceptance of said grant.

SO RESOLVED this _____ day of ________________, 2015.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
________________________________________
JEAN S. HOWARD, CLERK OF COMMISSION
March 3, 2015

Ms. Karl Kitchens  
201 Second Street, Ste 550  
Macon GA 31201

Dear Karl:

I am pleased to inform you that Macon-Bibb County has been awarded a Georgia County Internship Program (GCIP) grant from the ACCG Civic Affairs Foundation. This grant is awarded for the 2015 summer program in the amount of $4000 to fund two internship positions for the Public Defender Intern project. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the grant contract. A grant contract package is enclosed for you to complete and return.

While the Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the county to recruit, interview and hire the intern. In the event your county is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded and will be used by the Foundation to fund future internship grants. Please contact Michele NeSmith at mnesmith@acgg.org or at 404-523-5022 if you need assistance in publicizing the proposed Internship position.

Congratulations and thank you for participating in the GCIP summer grant program.

Sincerely,

Ross King  
ACCG Civic Affairs Foundation Secretary-Treasurer

cc: Mayor Robert Reichert  
Dale Walker  
Jean Howard  
Rick Waller
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE GEORGIA COUNTY INTERNSHIP PROGRAM (GCIP) GRANT IN THE AMOUNT OF $4,000 AWARDED FROM THE ACCG CIVIC AFFAIRS FOUNDATION TO THE PUBLIC DEFENDER'S OFFICE; AND FOR OTHER PURPOSES.

Referred to the Committee on ________________

Date: ________________

REPORT

Rendered ________________

and ________________

VOTE

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Total: |
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $377,000 FROM FUND BALANCE TO NOBLE MANAGEMENT GROUP FOR OPERATION OF MACON COLISEUM AND AUDITORIUM.

Purpose: To allocate $377,000 to the Noble Management Group to Fund Centreplex operations.

WHEREAS, Commission did by ordinance on the 30th of June, 2014, to adopt a budget for the operation of the City Functions for Fiscal Year 2015, said ordinance having become effective July 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of the City and to implement the policies of the governing body.

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 2, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

All ordinances or parts thereof in conflict with this provision are hereby repealed.

SO ORDAINED this ______ day of ____________, 2015.

__________________________
Robert A.B. Reichert, Mayor

__________________________
Jean Howard, Clerk of Commission
Tuesday, March 24, 2015
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

COMMITTEE MEMBERS
Commissioner Schlesinger - Chairman
Commissioner Lucas - Vice Chairman
Commissioner Defore
Commissioner Tillman
Commissioner Watkins
Julie Moore - Staff Contact

1. APPROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Approval of Minutes From Meeting on March 10, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Mar 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE</td>
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<tr>
<td>Category</td>
<td>1. APPROVAL OF MINUTES</td>
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File Attachments
3-10-2015.pdf (13 KB)

2. SAFE DIGGING MONTH

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. A Resolution to Recognize The Month of April 2015 As &quot;Safe Digging Month&quot;</th>
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<tr>
<td>Meeting</td>
<td>Mar 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE</td>
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<td>Category</td>
<td>2. SAFE DIGGING MONTH</td>
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SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
3-24-2015 - Res April 2015 Safe Digging Month.pdf (414 KB)

3. FILMORE THOMAS RECREATION AREA

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. A Resolution Approving The Design Features and Renovation Plans For the Filmore Thomas Recreation Area</th>
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<tbody>
<tr>
<td>Meeting</td>
<td>Mar 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE</td>
</tr>
</tbody>
</table>
4. REDUCTION IN FEES FOR SENIORS

Subject: A Resolution To Eliminate The Annual Fee Of Twenty Dollars Charged To Seniors For The Use And Enjoyment Of The Macon-Bibb County Senior Center

Meeting: Mar 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 4. REDUCTION IN FEES FOR SENIORS

Access: Public

Type: Action

SPONSORED BY: COMMISSIONER ELAINE LUCAS

File Attachments
3-24-2015 - Res Eliminate Annual Fee at Senior Center.pdf (98 KB)

Subject: B. A Resolution To Reduce The Fee For Golf Cart Rentals At Bowden Golf Course By Four Dollars For Senior Citizens On Tuesday

Meeting: Mar 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 4. REDUCTION IN FEES FOR SENIORS

Access: Public

Type: Action

SPONSORED BY: COMMISSIONER ELAINE LUCAS

File Attachments
3-24-2015 - Res Reduce Golf Cart Fee for Senior Citizens.pdf (1,240 KB)

5. BLIGHT UPDATE

Subject: A. Update on Blight

Meeting: Mar 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 5. BLIGHT UPDATE

Access: Public

Type

6. SENIOR CITIZEN CENTER
Subject: A. Update on Senior Citizen Center
Meeting: Mar 24, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 6. SENIOR CITIZEN CENTER
Access: Public
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

March 10, 2015

The Economic and Community Development Committee was called to order by Committee Chairman Schlesinger.

COMMITTEE MEMBERS PRESENT:
Commissioner Elaine Lucas
Commissioner Virgil Watkins
Commissioner Ed DeFore
Commissioner Larry Schlesinger
Commissioner Al Tillman

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Charles Coney, Asst. County Manager
Steve Layson, Assistant County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reginald McClendon, Assistant County Attorney
Opie Bowen, Assistant County Attorney
Chris Floore, Asst. to County Manager
Julie Moore, Assistant to the County Manager
Jean Howard, Clerk of the Commission
Janice Ross, Training and Events Coordinator
Gene Simonds, Director of Facilities Management
David Montford, Sheriff’s Office
Henderson Carswell, Sheriff’s Office
Nigel Floyd, Traffic Engineering
Andrea Crutchfield, Chief Appraiser

NEWS MEDIA:
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Anita Oh, WMAZ TV

VISITORS/GUESTS:
Reverend Sam Johnson
Phillip Lord

1. Approval of Minutes from meeting on February 24, 2015

ACTION:

*On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Tillman and Watkins voting in the affirmative, the minutes of February 24, 2015 were approved.*
2. Donation of Little Richard Penniman’s House

**ACTION**

*On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, DeFore and Watkins voting in the affirmative, the resolution to authorize the Mayor to accept the donation of the Little Richard Penniman House from the Georgia Department of Transportation, to authorize the Mayor to execute any necessary documents was approved.*

3. Relocation of Structure

**Discussion**

Mayor Reichert stated that the house located at 1790 First Avenue might well not be able to be relocated and might need to be demolished. The resolution was amended to include the demolition of the structure.

**ACTION**

*On motion of Commissioner DeFore, seconded by Commissioner Tillman and carried unanimously with Commissioners Schlesinger, Watkins and Lucas voting in the affirmative, the resolution to authorize the relocation or demolition of the structure located at 1790 First Avenue; to authorize the Mayor to execute any necessary documents was approved.*

4. Cherry Blossom Music Festival

**ACTION**

*On motion of Commissioner DeFore seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Tillman and Lucas voting in the affirmative, the resolution authorizing the Macon Georgia International Cherry Blossom Festival, Inc. to hold the Cherry Blossom Music Festival in downtown Macon, Georgia on Saturday, March 28, 2015; to permit festival-goers to carry and consume alcoholic beverages in and about the designated streets of downtown Macon was approved.*

5. Locomotive 509

**Discussion**

Phillip Lord updated the Committee on his work to restore Locomotive 509. Russell Lipford is working on preparing a budget and establishing the Restoration of Locomotive 509, LLC. Mr. Lord stated that he is pleased with the number of pledges that he has been able to secure for the restoration project. He is working with Norfolk Southern has agreed for use of the main tract. The plan is to run the restored locomotive to Juliette, Georgia from downtown and then to Atlanta and Athens. Mr. Lord stated that the store owners in Juliette are excited about this plan. The plans also include a route to Atlanta and Athens for ballgames. Buster Slocumb has designated space for the restoration work to take place.
ACTION

On motion of Commissioner Lucas, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Tillman and DeFore voting in the affirmative, Mr. Lord was authorized to proceed with the restoration of Locomotive 509 and have the attorneys prepare the necessary documents.

6. Blight Update

Discussion

Charles Coney, Assistant County Manager, reported on the recent work of the Blight Task Force. A community clean-up in Village Green included 38 people who collected 44 bags of trash and one truck load in addition to the bags collected. This effort inspired eight residents to work on clean-up of their residences. He reviewed the Task Force's calendar and stated that the next task force meeting is on March 11, 2015. Mr. Coney stated that he would continue to update the Commission on the progress of the Blight Task Force at each meeting.

7. Senior Citizen Center

Reverend Sam Johnson stated his concerns regarding the Gilead Academy location for the new Senior Citizens Center. He stated that many citizens are concerned because the location does not seem centrally located and he believes it is a high crime area.

He also commented on the Log Cabin at Hollingsworth Road intersection. He would like to see a roundabout at this location for safety.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Prepared By:

Janice S. Ross

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RECOGNIZE THE MONTH OF APRIL 2015 AS "SAFE DIGGING MONTH"; AND FOR OTHER PURPOSES.

WHEREAS, thousands of times each year, the underground infrastructure in the state of Georgia is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage and threat to public safety; and

WHEREAS, in 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners a simple number to contact utility operators to request the location of underground lines at the intended dig site; and

WHEREAS, the Houston County Utility Coordinating Committee, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in Georgia, promotes the National 811 Notification System in an effort to reduce these damages; and

WHEREAS, by calling 811, Houston, Peach, and Bibb County residents notify area utility operators, of their intent to dig so that the utilities can be located ahead of the project, which helps to prevent damage to underground utilities and ensures the safety of everyone involved in the project; and

WHEREAS, damage prevention is a shared responsibility; by using safe digging practices, the contractors and homeowners of Macon-Bibb County can save time, money and help keep our infrastructure safe and connected; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Macon-Bibb County hereby recognizes and proclaims the month of April as "Safe Digging Month" and encourages all contractors, homeowners, and other citizens to call 811 prior to digging.

SO RESOLVED this ____ day of ____________________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPROVING THE DESIGN FEATURES AND RENOVATION PLANS FOR THE FILMORE THOMAS RECREATION AREA; AND FOR OTHER PURPOSES.

WHEREAS, the Filmore Thomas Recreation Area is located on the old Durr's Lake site in West Bibb County, Georgia; and

WHEREAS, the Filmore Thomas Recreation Area is in need of renovations and repairs to maximize the area's use for the citizens of Macon-Bibb County; and

WHEREAS, Special Purpose Local Option Sales Tax funds in the amount of one and a half million dollars ($1,500,000.00) have been allocated to perform the needed renovations; and

WHEREAS, design work for the area has been completed by W.T. Designs and the County is ready to move forward with the project; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the design features and renovation work at the Filmore Thomas Recreation Area are hereby approved and construction may move forward; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the one and half million dollars ($1,500,000.00) of Special Purpose Local Option Sales Tax funds are hereby allotted for the renovations and repairs to be done at the Filmore Thomas Recreation Area.

SO RESOLVED this ____ day of _______________, 2015.

By: __________________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: _______________________________________
       JEAN S. HOWARD, Interim Clerk of Commission
SPONSOR: COMMISSIONER ELAINE LUCAS

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ELIMINATE THE ANNUAL FEE OF TWENTY DOLLARS CHARGED TO SENIORS FOR THE USE AND ENJOYMENT OF THE MACON-BIBB COUNTY SENIOR CENTER; AND FOR OTHER PURPOSES.

WHEREAS, The Macon-Bibb County Department of Recreation maintains the Senior Center at 1283 Adams Street for the use and enjoyment of the senior citizens of Macon-Bibb County; and

WHEREAS, currently Macon-Bibb County collects an annual fee of twenty dollars ($20) from each senior citizen whom utilizes the facility’s various programs; and

WHEREAS, the Macon-Bibb County Commission is in favor of eliminating the annual fee; and

WHEREAS, the elimination of the annual fee would decrease the financial burden on senior citizens and encourage more seniors to take advantage of the facility; and

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the annual fee of twenty dollars ($20) charged to senior citizens using the Senior Center be eliminated effective immediately upon the approval of this resolution.

SO RESOLVED this ___ day of ______________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REDUCE THE FEE FOR GOLF CART RENTALS AT BOWDEN GOLF COURSE BY FOUR DOLLARS FOR SENIOR CITIZENS ON TUESDAYS; AND FOR OTHER PURPOSES.

WHEREAS, The Macon-Bibb County Department of Recreation maintains the Bowden Golf Course for the use and enjoyment of the citizens of Macon-Bibb County; and

WHEREAS, currently Macon-Bibb County collects a rental fee from all customers wishing to rent golf carts; and

WHEREAS, the Macon-Bibb County Commission is in favor of reducing the golf cart rental fee for senior citizens on Tuesdays; and

WHEREAS, the reduction of the fee would encourage the use of Bowden Golf Course and reduce the financial burden on seniors wishing to use the course; and

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the golf cart rental fee for senior citizens be reduced by four dollars ($4) on Tuesdays effective immediately upon the approval of this resolution.

SO RESOLVED this _____ day of ____________________, 2015.

By: ROBERT A.B. REICHERT, Mayor

Attest: JEAN S. HOWARD, Clerk of Commission

(SEAL)
Tuesday, March 24, 2015
COMMITTEE OF THE WHOLE

Mayor Robert Reichert
Commissioner Bert Bivins
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Commissioner Scotty Shepherd
Commissioner Al Tillman
Commissioner Virgil Watkins

A. APPOINTMENTS TO THE PENSION TRUSTEE BOARD OF BIBB COUNTY PENSION PLAN

Subject 1. A Resolution Confirming The Mayor's Appointments Of Bernard Fletcher, Scotty Shepherd, Al Tillman, Patricia Raines, Dennis Hagerman, Rufus Holmes and Elmo Richardson To the Pension Trustee Board Of The Bibb County Pension Plan of 1968

Meeting Mar 24, 2015 - COMMITTEE OF THE WHOLE

Category A. APPOINTMENTS TO THE PENSION TRUSTEE BOARD OF BIBB COUNTY PENSION PLAN

Access Public

Type Action

B. EXECUTIVE SESSION: DISCUSSION IN EXECUTIVE SESSION OF INFORMATION WHICH CONSISTUTES TRADE SECRETS, PURSUANT O.C.G.A. 50-18-72 (34)

Subject 1. Discussion in Executive Session information which constitutes trade secrets, pursuant to O.C.G.A. § 10-1-671 (4). This trade secret information cannot be discussed in an open meeting without disclosing exempt information or portion of records. Further, specific trade secret information relating to 911 emergency response, police, fire, disaster management operations and public safety technology capabilities will be discussed which could potentially compromise security against terrorist attacks, sabotage, criminal or terroristic acts. Therefore a discussion in Executive Session shall be necessary pursuant to O.C.G.A. § 50-18-72 (34).

Meeting Mar 24, 2015 - COMMITTEE OF THE WHOLE

Category B. EXECUTIVE SESSION: DISCUSSION IN EXECUTIVE SESSION OF INFORMATION WHICH CONSISTUTES TRADE SECRETS, PURSUANT O.C.G.A. 50-18-72 (34)

Access Public

Type Action
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION CONFIRMING THE
MAYOR'S APPOINTMENTS OF BERNARD FLETCHER, SCOTTY SHEPHERD, AL
TILLMAN, PATRICIA RAINES, DENNIS HAGERMAN, RUFUS HOLMES, AND ELMO
RICHARDSON TO THE PENSION TRUSTEE BOARD OF THE BIBB COUNTY PENSION
PLAN OF 1968; AND FOR OTHER PURPOSES.

WHEREAS, Section 13.03 of the Bibb County Pension Plan of 1968 states that all members of
the Pension Trustee Board shall be appointed by the Mayor subject to approval of the majority of the
Macon-Bibb County Commission; and

WHEREAS, Section 13.03 dictates that the Board will consist of seven (7) members comprised
as follows: two active vested employees, two vested retirees, on Macon-Bibb County resident at large,
and two Macon-Bibb County Commissioners; and

WHEREAS, Section 13.03 states that each Board member till serve a two-year term beginning
December 9, 2014, and ending December 31, 2016; and

WHEREAS, Mayor Robert A. B. Reichert has appointed Scotty Shepherd and Al Tillman to fill
the two Macon-Bibb County Commissioner positions; and

WHEREAS, Mayor Robert A. B. Reichert has appointed Bernard “Bud” Fletcher and Rufus
Holmes to fill the two vested retiree positions; and

WHEREAS, Mayor Robert A. B. Reichert has appointed Dennis Hagerman and Patricia Raines
to fill the two active vested employee positions; and

WHEREAS, Mayor Robert A. B. Reichert has appointed Elmo Richardson to fill the resident at
large position; and

WHEREAS, all appointees meet the requirements for their respective positions; and

WHEREAS, the term for all appointees will begin immediately upon their confirmation by the
Macon-Bibb County Commission and end on December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is
hereby so resolved by authority of the same that, pursuant to the requirements of Section 13.03 of the
Bibb County Pension Plan of 1968, the Mayor’s appointments are hereby confirmed for Bernard Fletcher,
Scotty Shepherd, Al Tillman, Patricia Raines, Dennis Hagerman, Rufus Holmes, and Elmo Richardson to
serve on the Pension Trustee Board for a two-year term to begin immediately upon confirmation of the
Macon-Bibb County Board of Commissioners and end on December 31, 2016.

SO RESOLVED this ____ day of ________________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ________________________________
JEAN S. HOWARD, CLERK OF COMMISSION
Tuesday, March 24, 2015
PUBLIC SAFETY COMMITTEE

Commissioner Scotty Shepherd - Chairman
Commissioner Virgil Watkins - Vice Chairman
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Dale Walker - Staff Contact

1. APPROVAL OF MINUTES

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2. TRAFFIC FATALITIES

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The Public Safety Committee was called to order by Committee Chairman Shepherd.

COMMITTEE MEMBERS PRESENT:
Commissioner Mallory Jones
Commissioner Larry Schlesinger
Commissioner Scotty Shepherd
Commissioner Virgil Watkins
Commissioner Elaine Lucas

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Commissioner Ed DeFore
Judd Drake, County Attorney
Steve Layson, Asst. County Manager
Charles Coney, Asst. County Manager
Janice Ross, Training & Events Coordinator
Jean Howard, Clerk of Commission
Chris Floore, Asst. to the County Manager
Opie Bowen, Assistant County Attorney
Crystal Jones, Sr. Assistant County Attorney
David Fortson, Director of Engineering
Lt. Brad Wolfe, Bibb County Sheriff's Office

COMMISSIONERS ABSENT:

NEWS MEDIA:
Jim Gaines, The Telegraph
Anita Oh, WMAZ TV

VISITORS/GUESTS:

1. Approval of Minutes from Meeting on February 10, 2015

ACTION:

On motion of Commissioner Schlesinger, seconded by Commissioner Jones, and carried unanimously with Commissioners Watkins, Shepherd and Lucas voting in the affirmative, the minutes of the February 10, 2015 meeting were approved as written.

2. Traffic Fatalities

A. Update from Traffic Division On Traffic Fatalities and Prevention Actions Being Taken

Discussion

Lt. Wolfe distributed a report of pedestrians struck by vehicles from the time period of January 2014 to February 8, 2015.

The report showed of the ten deaths that occurred over the time period, five of the pedestrians were intoxicated with levels of .154, .241, .265, .301, and .388. One pedestrian was killed when a two vehicle collision occurred and struck the pedestrian on the sidewalk; one was an elderly
pedestrian who came out of a store and walked into the path of the vehicle in the parking lot. Three remain under investigation.

Gene Simonds submitted his review of intersections where previous accidents have occurred. He stated that placing a stop light with a pedestrian sign could cost up to $50,000. Commissioner Lucas asked if lights could be placed on the state highways. Mr. Fortson explained that those lights would be paid for by the Department of Transportation and their budget had been reduced so he felt it was unlikely that they would be replaced. Commissioner Lucas then asked about repairing the highway and Mr. Fortson stated that too would be a Department of Transportation expense.

Commissioner Lucas stated that she would like to see this topic discussed at every meeting so that the number of pedestrian deaths may be lowered.

B. Forming a Committee to Include Health Department, Sheriff Deputy, Two Commissioners (One on Health / One on Public Safety) traffic Engineers Office and Others Yet Unknown To Work On Prevention Of Traffic Fatalities

Discussion

Commissioner Lucas stated that she would like to see this Committee formed and see if it could also serve as a means to lower traffic fatalities.

3. Bloomfield Statistics

Commissioner Shepherd reviewed the statistics for the crime in the Bloomfield Area surrounding Gilead Academy. In the time period of January 2014 to January 2015 the report showed there was one aggravated assault, four auto thefts, one commercial burglary, one entering auto, nine residential burglary and 6 theft by takings. Commissioner Shepherd stated that he the rumors that there was a lot of crime in the area were proven to be not true.

There being no further business, and on motion duly made and seconded, the meeting was adjourned.

Prepared by:

Janice S. Ross

Reviewed and Approved By:

Jean S. Howard
Clerk of the Commission