# MEETING SCHEDULE

**TUESDAY, APRIL 14, 2015**

**LARGE CONFERENCE ROOM**

**GOVERNMENT CENTER**

**700 POPLAR STREET**

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
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| 9:00 a.m.    | Operations and Finance Committee | Commissioner Bechtel - Chairman  
Commissioner Lucas - Vice Chairman  
Commissioner Schlesinger  
Commissioner Shepherd  
Commissioner Watkins |
|              | Economic & Community Development Committee | Commissioner Schlesinger - Chairman  
Commissioner Lucas - Vice Chairman  
Commissioner DeFore  
Commissioner Tillman  
Commissioner Watkins |
|              | Committee of the Whole | All Commissioners |
|              | Public Safety Committee | Commissioner Shepherd – Chairman  
Commissioner Watkins – Vice Chairman  
Commissioner Jones  
Commissioner Lucas  
Commissioner Schlesinger |
|              | Facilities and Engineering Committee | Commissioner Jones – chairman  
Commissioner Watkins  
Commissioner Lucas  
Commissioner Shepherd  
Commissioner Schlesinger |
|              | Lunch | All Commissioners  
Small Conference Room |
| 1:00 p.m.    | Work Session | All Commissioners |

*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, April 14, 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 24, 2015 Meeting
Meeting: Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
3-24-2015-1.pdf (24 KB)

2. REVENUE BONDS

Subject: A. A Resolution To Enter Into Intergovernmental Contracts With The Macon-Bibb County Urban Development Authority And The Macon-Bibb County Industrial Authority And To Take Such Further Actions As Are Necessary For The Issuance Of Approximately $12,500,000 In Aggregate Principal Amount of Urban Development Authority Taxable Refunding And Improvement Revenue Bonds, Series 2015A, Approximately $7,000,000 In Aggregate Principal Amount of Urban Development Authority Refunding And Improvement Revenue Bonds, Series 2015B and Approximately $8,800,000 In Aggregate Principal Amount of Industrial Authority Refunding Revenue Bonds Series 2015; To Take Such Other Actions As May Be Required For Each Authority To Issue Their Respective Bonds, To Authorize The Mayor And Other Officers And Officials Of The County To Take Such Further Actions As Are Necessary To Provide For The Issuance And Delivery Of The Bonds Described Herin
Meeting: Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. REVENUE BONDS
Access: Public
Type: Action

File Attachments
4-14-2015 - Res Taxable Refunding Improvement Revenue.pdf (876 KB)
3. AGREEMENTS TO BE EXECUTED

Subject A. A Resolution To Authorize The Mayor to Enter Into An Agreement With Georgia College And State University for The Lease Of Parking Spaces At The Mulberry Street Parking Gararge At A Rate of $350 Per Month
Meeting Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 3. AGREEMENTS TO BE EXECUTED
Access Public
Type Action
File Attachments
4-14-2015 - Res Agrmt GA College State College Mulberry Parking $350 00 mo.pdf (588 KB)

Subject B. A Resolution Authorizing the Mayor To Execute An Agreement With Womack Paving, Inc For The Amount of $1,408,192.75 To Perform Asphalt Overlay Work Of Various Streets And Roads
Meeting Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 3. AGREEMENTS TO BE EXECUTED
Access Public
Type Action
File Attachments
4-14-2015 - Res Agrmt with Womack Paving $1408192.75 asphalt overlay (Part 1).pdf (7,490 KB)

Subject C. A Resolution Authorizing The Mayor To Execute An Agreement With Central Georgia Power Sports, LLC For The Lease Of A Portion of Sandy Beach At Lake Tobesofkee To Be Used For Jet-Ski and Paddle Boat Rentals At A Monthly Rate of $350.00 ($4,200 Per Year) For Sixty Months with Form of Said Lease To Be Approved By The County Attorney's Office
Meeting Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 3. AGREEMENTS TO BE EXECUTED
Access Public
Type Action
File Attachments
4-14-2015 - Res Central GA Sports Jet Ski @ Tobesofkee $350 00 mo.pdf (1,314 KB)

Subject D. A Resolution Authorizing The Mayor To Execute An Agreement With The Board Of Regents Of The University System Of Georgia On Behalf Of The University Of Georgia Cooperative Extension Office For The Operation Of An Agriculture Extension Education Program In Macon-Bibb County
Meeting Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
3. AGREEMENTS TO BE EXECUTED.

File Attachments
4-14-2015 - Res Aqrmt Board of Regents Agriculture Extension.pdf (467 KB)

Subject E. A Resolution Authorizing The Mayor To Execute An Agreement With NAFECO In the Amount of $80,370 To Provide Various Turnout Gear Clothing For Use By The Macon-Bibb County Fire Department

Meeting Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 3. AGREEMENTS TO BE EXECUTED
Access Public
Type Action

File Attachments
4-14-2015 - Res Aqrmt with Nafeco for Turnout Gear Fire Dept $80370.00.pdf (2,603 KB)

Subject F. A Resolution To Authorize The Mayor To Execute An Agreement Between Macon-Bibb County and Warren Associates, Inc. For Construction Management-At-Risk Services For The Partial Building Renovation Of The Bibb County Courthouse For Approximately 2% Of The Budgeted Amount Plus Pr-Construction Fee, Not To Exceed $47,500, To Be Paid From SPLOST Funds

Meeting Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 3. AGREEMENTS TO BE EXECUTED
Access Public
Type Action

File Attachments
4-14-2015 - Res Aqrmt with Warren Associates for Courthouse (part 1).pdf (15,758 KB)

4. GRANT REQUESTS AND AWARDS
5. SUPPLEMENTAL BUDGET REQUESTS

Subject A. A Resolution To Amend the Economic And Community Development Budget Supplement By Providing Eighty Seven Thousand Dollars ($87,000) In Additional Funding for The Purpose Of Blight Elimination Activities Including But Not Limited To the Surveying Blighted Properties And Identifying And Employing A Project Manager To Be Reimbursed From Bond Funds

Meeting Apr 14, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 5. SUPPLEMENTAL BUDGET REQUESTS
Access Public
Type Action
6. TRANSFER OF FUNDS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

March 24, 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 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
Sheriff David Davis
David Montford, Sheriff’s Office
Deborah Martin, Sheriff’s Office
Sherita Jones, Budget and Strategic Planning
Mark Butcher, Centreplex Manager
Nyesha Daley, Director of Procurement
Stephanie Miller, Chief Deputy, Clerk of Superior Cour:

VISITORS/GUESTS:
Brittany Childs, Industrial Authority
Danny Angelo, Pension Committee
Clay Murphey, SPLOST Manager
Michael Ryan

NEWS MEDIA
Jim Gaines, The Telegraph
Ron Wildman, WPXI TV 58
Anita Oh, WMAL TV

1. Approval of minutes from the March 10, 2015 meeting

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners, Bechtel and Lucas voting in the affirmative, the minutes of March 10, 2015 were approved as written.
2. Early Retirement Incentive Program

Discussion

Julie Moore, Assistant to the County Manager, reviewed the three different retirement systems that would be affected by an early retirement; Fire and Police, Division A and Macon-Bibb County. The actuarial was asked to run three options; adjust the supplemental, increase the multiplier and bridge years of service. The resolution to approve the options must be approved twice; the first approval on April 7 and the 2nd approval on April 21. The employees who would be eligible will then have a time period of April 22 – May 25th to submit to Human Resources their desire to take advantage of the retirement incentive. Their retirement would be effective June 30, 2015. Commissioner Bechtel pointed out that for County Employees, their retirement must be effective on December 31st for the payout of the accrued annual leave and sick leave.

Julie addressed the Supplemental Multiplier and Bridge of Service. For the Fire and Police the option could be a $100 per month supplemental. To increase this to $200 per month for existing retirees would cost an additional $533,680 in annual contributions. One other option would be to increase the current base of 2% to 2.25% which would cost the system $671,131 per year and an increase from the base of 2% to 2.5% would cost the system $1,169,503. Another option for Fire and Police would be to offer a two year bridge for the employees that are closest to the necessary retirement dates.

Julie addressed the Division A Supplemental which is for previous City of Macon General Employees. If the $200 Supplemental was part of the option, the offering to all employees would cost an additional $930,238. If the multiplier increased from the current 1.9% to 2.15% it would cost the system $526,769 per year and to increase from 1.9% to 2.0 would cost the system $496,194. Another option is to offer a two year bridge for employees that are close to the necessary retirement dates. The net increase would be $44,479.

Julie continued with the Macon-Bibb County Supplemental, which if given at the $200 level would cost an estimated $198,000 and at $100 would cost $135,000. If the multiplier was increased from 2.0% to 2.25% the anticipated increase would be $223,000 and from 2.0% to 2.5% the anticipated increase would be $351,000. Another option would be the one time signing bonus for 200 employees at $10,000 which would cost $2,000,000; a signing bonus of $5,000 would cost $1,000,000 and an option for two years of hospitalization would cost $960,000.

In summary, the total increase to contribution:

- Fire and Police $1,647,238
- Division A $742,107
- Macon – Bibb $356,000

Total $2,747,345

Closing the $388 to future retirees as of July 1, 2015

Total contribution increase $1,968,107

Not Recommended:
Signing bonus and Hospitalization
In answer to Commission Watkins question, Julie responded that approximately 360 employees are eligible but it would be good if 200 took the option for retirement. Also some vacancies that are now not filled would remain unfilled.

Commissioner Lucas would like to see a work session to discuss the many options. She stated that she would like to see the meeting held in Chambers so it would be open to all employees. A work session is scheduled for Tuesday, March 31, 2015 at 10:00 a.m. in Commission Chambers.

3. Agreements To Be Executed

A. Purchase of a Roll Off / On Truck Body.

**ACTION**

*On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas and Bechtel voting in the affirmative, the 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 $141,535 was approved.*

B. Lease of Office Space for Dmaero

**ACTION**

*On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas and Bechtel voting in the affirmative, the 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.*

C. Purchase of 2015 Sewer Vac Truck

**ACTION**

*On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas and Bechtel voting in the affirmative, the 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 was approved.*

D. Flooring for Middle Georgia Regional Commission

**ACTION**

*On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins and Bechtel voting in the affirmative, the 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.*
4. Exchange of Property with Mercer University

Discussion

Judd Drake, County Attorney, stated that the appraisals for the property were obtained through GDOT certified appraisers. He asked that the resolution be amended to include the option to rent the Senior Citizens Center from Mercer University for three years instead of two and that the value of 606 Hazel Street be lowered to $55,000. The rental agreement is for $1.00 a year.

Mr. Michael Ryan addressed the Commissioners regarding his concerns with transferring property to Mercer. He believes that the appraisals are not consistent in what he believes the values of the properties should be. He stated that the lacrosse field is over appraised. He requested that the Commission review the information carefully before agreeing to the property exchange.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins and Bechtel voting in the affirmative, the resolution authorizing the exchange of property located at 1283 Adams Street for properties owned by The Corporation of Mercer University located at 1470 Telfair Street, 1217 Second Street, 1239 Second Street, 806-818 Edgewood Avenue, 834 Edgewood Avenue and 606 Hazel Street pursuant to the requirements of the Code of Ordinances and providing that an additional $712,000 in SPLOST Funds shall be allocated to the New Senior Center SPLOST Project from the Second Street Corridor SPLOST project was amended to include changing the lease of the Senior Citizens Center from two years to three and changing the value of 606 Hazel Street to $55,000 was approved.

5. Social Security Referendum

Discussion

Judd Drake County Attorney, stated this resolution had been voted on at the Commission Meeting on March 17, 2015 and was added during the pre-commission agenda and approved for vote at them the Commission agenda.

6. Naming Rights Partner

Discussion

Commissioner Tillman stated that he sponsored the resolution to help bring funds to the Centreplex. Mark Butcher, the Manager of the Centreplex, addressed the idea of naming rights both within the building and outside advertising. He stated that this would increase revenue stream. Many organizations are using advertising to increase their bottom line and he believed he would be able to secure several advertisers. He stated that he had already started removing banners from the inside of the complex where they were not being paid.
ACTION

On motion of Commissioner Watkins seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel and Schlesinger, voting in the affirmative, the resolution to support a request for proposals be issued regarding a naming rights partner for the Macon Centreplex and the Macon City Auditorium was approved.

7. Grant Request and Awards

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Bechtel and Lucas voting in the affirmative, the resolution authorizing the acceptance of the Georgia Internship Program (GIP) Grant in the amount of $4,000 awarded from the ACCG Civil Affairs Foundation to the Public Defender’s Office was approved.

8. Supplemental Budget Request

Discussion

Mark Butcher, Manager of the Coliseum and Auditorium, addressed the need for additional funding for the operation of Macon Coliseum and Auditorium. Although he was pleased to report that event revenue for this year had increased so had the expenses and this resulted in a short fall. Mayor Reichert stated that this was a venture that always lost money but the benefit to the community was such that Macon-Bibb County needed to supplement those losses. Julie Moore stated that the original budget request was $1.1 M but they were given $800,000 with the understanding that they could request more funding if needed. Commission Watkins stated that he did not understand if the revenues were up how they were not making money and asked if Macon-Bibb was required to pay what they were asking. Mayor Reichert, Julie Moore and Judd Drake concurred that as part of the agreement Macon-Bibb County was required to make up any losses.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner and carried three to one with Commissioner Watkins casting the dissenting vote and Commissioners Bechtel and Lucas voting in the affirmative, the Ordinance to Appropriate $377,000 From Fund Balance To Noble Management Group For Operation of Macon Coliseum and Auditorium was approved.

9. Transfer of Funds

No Transfers of Funds were requested.
There being no further business, the meeting was adjourned.

Prepared By:

__________________________
Janice S. Ross
Assistant Clerk of the Commission

Reviewed and Approved By:

__________________________
Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION (THE “COMMISSION”) AUTHORIZING MACON-BIBB COUNTY (THE “COUNTY”) TO ENTER INTO INTERGOVERNMENTAL CONTRACTS WITH THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY (THE “URBAN DEVELOPMENT AUTHORITY”) AND THE MACON-BIBB COUNTY INDUSTRIAL AUTHORITY (THE “INDUSTRIAL AUTHORITY”) AND TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY FOR THE ISSUANCE OF APPROXIMATELY $12,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY TAXABLE REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2015A, APPROXIMATELY $7,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2015B, AND APPROXIMATELY $8,800,000 IN AGGREGATE PRINCIPAL AMOUNT OF MACON-BIBB COUNTY INDUSTRIAL AUTHORITY REFUNDING REVENUE BONDS (BASS PRO AND SOFKEE PARK PROJECTS), SERIES 2015; TO TAKE SUCH OTHER ACTIONS AS MAY BE REQUIRED FOR EACH AUTHORITY TO ISSUE THEIR RESPECTIVE BONDS; TO AUTHORIZE THE MAYOR AND OTHER OFFICERS AND OFFICIALS OF THE COUNTY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, Georgia Laws 2012, p. 5595, as amended by Georgia Laws 2013, p. 3501 (together, the “Consolidation Act”), restructured the governmental and corporate powers, duties and functions vested in the City of Macon and Bibb County under a new charter which became effective on January 1, 2014; the Consolidation Act established a single county-wide government with powers and jurisdiction throughout the territorial limits of Bibb County, superseding and replacing the governments of the City of Macon and the Bibb County under the name Macon-Bibb County (the “County”), the governing body for which is the Macon-Bibb County Commission (the “Commission”); Section 2 of the Consolidation Act provides that all local acts of the State of Georgia which apply specifically to Bibb County or the City of Macon, or both, collectively, shall be applicable to Macon-Bibb County; furthermore, Section 4 of the Consolidation Act provides that all contracts, orders, leases, bonds, and other obligations or instruments entered into by the City of Macon or Bibb County or for their benefit prior to the effective date of the charter shall continue in effect according to the terms thereof as obligations and rights of the County; and

WHEREAS, Georgia Laws 1974, p. 3093 (the “UDA Act”) created the Macon-Bibb County Urban Development Authority (the “Urban Development Authority”), which is authorized by the UDA Act to undertake any “project” which means any undertaking of the Urban Development Authority in connection with the redevelopment or revitalization of urban, central city, or downtown areas within the County; furthermore, certain amendments to the Constitution of the State of Georgia relating to the UDA Act and contained in Georgia Laws 1974, p. 1755; Georgia Laws 1976, p. 1827; and Georgia Laws 1980, p. 2128, provide for the issuance of revenue bonds by the Urban Development Authority for various purposes and, among other provisions, authorizes the County to appropriate properties, monies, and services, for the purposes of acquiring, constructing, improving, altering, repairing, or maintaining properties within the County so as to develop and redevelop for the public good urban, central city, and downtown areas located within the County and authorizes the Urban Development
Authority to acquire, construct, and equip buildings and facilities for use by the County for its governmental, proprietary, and administrative functions; and

WHEREAS, the Macon-Bibb County Industrial Authority (the “Industrial Authority”), was created pursuant to an act of the General Assembly approved on February 27, 1962 (II Georgia Laws 1962, p. 2323 et. seq.), duly ratified and confirmed as of the dates both of its passage and approval by an amendment of the Constitution of the State of Georgia (II Georgia Laws 1962, p. 885 et seq.), and as amended by an Act of the General Assembly approved on March 7, 1985 (Georgia Laws 1985, p. 3600 et seq.) (collectively, the “IA Act”); the Industrial Authority is a public body corporate and politic and an instrumentality of the City of Macon and the County of Bibb for the purpose of promoting and expanding for the public good and welfare industry and trade in Bibb County and reducing unemployment to the greatest amount possible, and the IA Act authorizes the Authority “[t]o encourage, induce, assist, promote and develop the location and expansion of the industrial and commercial facilities throughout the territorial limits of the County of Bibb so as to relieve, insofar as possible, abnormal unemployment within its boundaries, and to otherwise support and expand the economy thereof;” and the IA Act further authorizes the Authority to finance any undertaking within the scope of its power by the issuance of bonds and to pledge any real or personal property of the Authority as security for the payment of such bonds; and

WHEREAS, pursuant to a resolution adopted by the Urban Development Authority on August 8, 2007, the Authority issued its $10,945,000 MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY (GEORGIA) REVENUE BONDS (CONVENTION CENTER HOTEL PUBLIC CONTRIBUTION PROJECT), SERIES 2007 (the “Series 2007 Bonds”), dated December 6, 2007, for the purpose of providing funds to the City of Macon to finance the acquisition and construction of a new convention center hotel, which Series 2007 Bonds are secured by an intergovernmental contract by and between the Urban Development Authority and the City of Macon (now the County) (the “2007 Contract”), which bonds are currently outstanding in the aggregate principal amount of $9,315,000; and

WHEREAS, pursuant to a resolution adopted by the Industrial Authority on June 1, 2009 (the “2009 Resolution”) the Industrial Authority issued on June 30, 2009, its $11,500,000 MACON-BIBB COUNTY INDUSTRIAL AUTHORITY ADJUSTABLE RATE REFUNDING AND IMPROVEMENT REVENUE BONDS (BASS PRO AND SOFKEE PARK PROJECTS), SERIES 2009 (the “Series 2009 Bonds”) for the purpose of providing funds to currently redeem its MACON-BIBB COUNTY INDUSTRIAL AUTHORITY TAXABLE ADJUSTABLE RATE REVENUE BONDS (BASS PRO SHOPS PROJECT), SERIES 2005 and to provide funds to assist in the acquisition of land and improvements for the development of manufacturing facilities for Kumho Tire Georgia, Inc. at Sofkee Industrial Park (the “2009 Projects”); the Series 2009 Bonds were issued in accordance with and secured pursuant to an indenture of trust (the “2009 Indenture”) between the Authority and The Bank of New York Mellon Trust Company, N.A., dated as of June 1, 2009, and secured by an intergovernmental contract, dated as of June 1, 2009, between Bibb County (now Macon-Bibb County) and the Authority (the “2009 Contract”); and

WHEREAS, pursuant to a resolution adopted by the Urban Development Authority on July 2, 2013, the Urban Development Authority issued its $10,000,000 MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY (GEORGIA) REVENUE BONDS (BIBB COUNTY PUBLIC
PROJECTS), SERIES 2013A (the “Series 2013A Bonds”) and its $3,225,000 MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY (GEORGIA) TAXABLE REVENUE BONDS (BIBB COUNTY PUBLIC PROJECTS), SERIES 2013B (the “Series 2013B Taxable Bonds” and together with the Series 2013A Bonds, the “Series 2013 Bonds”), both dated July 30, 2013, for the purpose of providing funds to acquire, construct, and equip various capital outlay projects for Bibb County; the Series 2013 Bonds are secured by an intergovernmental contract by and between the Authority and Bibb County (now the County) (the “2013 Contract”) and the Series 2013A Bonds are currently outstanding in the full aggregate principal amount of $10,000,000 and the Series 2013B Taxable Bonds are currently outstanding in the full aggregate principal amount of $3,225,000; and

WHEREAS, on November 4, 2014, the Commission approved a resolution declaring its intent to restructure and refinance certain outstanding obligations issued by the Urban Development Authority and the Industrial Authority on behalf of the County which also included that the Urban Development Authority may issue additional revenue bonds on behalf of the County to provide financing to pay the costs of certain capital outlay projects for the County; and

WHEREAS, upon a recommendation of Davenport and Company, financial advisor for the County (the “Financial Advisor”), the Commission has determined that it is in the best interests of the County for the Urban Development Authority to advance refund certain maturities of the Series 2007 Bonds and the Series 2013 Bonds and for the Industrial Authority to advance refund certain maturities of the Series 2009 Bonds on its behalf for the purpose of reducing the debt service burden of the County during upcoming budget years 2015 through 2019 (collectively, the “Refunding”);

WHEREAS, upon a further recommendation of the Financial Advisor, the Commission has determined that it is in the best interests of the County for the Urban Development Authority to issue revenue bonds to provide funds to the County for the following capital outlay purposes:

- approximately $10,000,000 for general blight removal;
- approximately $2,000,000 for sidewalks, lights and paving at Beall’s Hill; and
- approximately $2,000,000 for blight removal for athletic fields at Wise Avenue;

such projects are more particularly described in the plans and specifications therefore on file with the County, as the same may be finalized and amended (collectively, the “Projects”);

WHEREAS, the County has determined that the most feasible way to finance the Refunding and the Projects is through the issuance of revenue bonds of the Urban Development Authority and the Industrial Authority, the payment of which shall be secured by certain intergovernmental contracts (together, the 2015 Contracts”) between the County and the Urban Development Authority and the Industrial Authority and the County, respectively, to be entered into in accordance with the provisions of the UDA Act and the IA Act, respectively, and in accordance with other provisions of the Constitution and laws of the State of Georgia; and

WHEREAS, pursuant to a bond resolution adopted by Urban Development Authority on March 26, 2015, the Urban Development Authority has authorized its TAXABLE REFUNDING AND
IMPROVEMENT REVENUE BONDS, SERIES 2015A in the maximum aggregate principal amount of $12,500,000 and its REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2015B in the maximum aggregate principal amount of $7,000,000 (together, the “Series 2015 UDA Bonds”); and

WHEREAS, pursuant to a bond resolution adopted by Industrial Authority on March 2, 2015, the Industrial Authority has authorized its REFUNDING REVENUE BONDS (BASS PRO AND SOFOKEE PARK PROJECTS), SERIES 2015A in the maximum aggregate principal amount of $8,800,000 (the “Series 2015 IA Bonds,” and together with the Series 2015 UDA Bonds, the “Series 2015 Bonds”); and

WHEREAS, the Financial Advisor has engaged Sterne Agee & Leach, Inc. as underwriter to provide for the sale of the Series 2015 Bonds (the “Underwriter”), and it is necessary and proper to authorize the Mayor to negotiate the final terms of certain bond purchase agreements with the Underwriter once the Series 2015 Bonds have been sold; and

WHEREAS, it is necessary and proper that the Commission ratify the approval of the bond resolutions adopted by the Urban Development Authority and the Industrial Authority and the forms of the 2015 Contracts to be entered into at closings for the Series 2015 Bonds, and authorize the Mayor to sign the 2015 Contracts on behalf of the County to secure the repayment of the Series 2015 Bonds; and

WHEREAS, upon the adoption of the supplemental bond resolutions by the Urban Development Authority and the Industrial Authority, respectively, validation proceedings will be filed in the Superior Court of Bibb County relating to the Series 2015 Bonds.

NOW THEREFORE be it resolved by the Macon-Bibb County Commission in public meeting assembled and it is hereby resolved by authority of the same as follows:

1. The Urban Development Authority and the Industrial Authority are requested to issue the Series 2015 UDA Bonds and the Series 2015 IA Bonds pursuant to their respective bond resolutions and in accordance with the provisions of supplemental resolutions to be prepared for adoption by the Urban Development Authority and the Industrial Authority (together, the “Supplemental Resolutions”), respectively, upon final pricing of the Series 2015 Bonds. The final terms of the Supplemental Resolution are to be approved by the Mayor and the County Attorney.

2. The Mayor is hereby authorized to negotiate the terms of the bond purchase agreements to be entered into with Sterne Agee & Leach, Inc. as underwriter, relating to the purchase of the Series 2015 Bonds. The Mayor is hereby authorized on behalf of the County to execute said bond purchase agreements, upon approval by the County Attorney.

3. The Mayor is hereby authorized to negotiate the final terms of the 2015 Contracts to be dated as of the date of issuance of the Series 2015 Bonds between the Urban Development Authority and the Industrial Authority, respectively, pursuant to which the County will agree to pay amounts sufficient to pay the principal of and interest on the Series 2015 Bonds, together with any fees or charges in connection therewith. The Mayor is hereby authorized on behalf of the County to execute the 2015 Contracts, and the County Clerk is authorized to attest the
execution by the Mayor of the 2015 Contracts and to affix the seal of the County to such document.

4. In order for the Underwriter to market the Series 2015 Bonds, the County staff has assisted in the preparation of certain Preliminary Official Statements with respect to the Series 2015 Bonds. The Mayor is authorized to "deem final" the Preliminary Official Statements within the meaning of Securities Exchange Act Rule 15c2-12 and the Mayor is further authorized to execute and deliver Official Statements in final form. The Official Statements will be in substantially the form of the Preliminary Official Statements, subject to such changes, insertions or omissions as may be approved by the Mayor and the County Attorney, and the execution of said Official Statements by the Mayor as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Preliminary Official Statements and the Official Statements are hereby authorized and approved.

5. The Mayor, with the advice of the County Attorney, is authorized and directed to cause to be prepared an answer to be filed in said validation proceedings requesting that the Series 2015 Bonds and the security therefor be declared valid in all respects.

6. The Mayor, County Attorney, County Manager, Finance Director, and such other officials as may be required are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this resolution, the bond resolutions and supplemental bond resolutions, and the 2015 Contract, and such officers or officials are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary and desirable in connection with the issuance of the Series 2015 Bonds, the execution and delivery of the 2015 Contracts, and the documentation of and compliance with the provisions of all applicable laws in connection with the issuance and delivery of the Series 2015 Bonds. As a part of this authorization, the Mayor is authorized to approve the final financial structure relating to the Series 2015 Bonds, including the exact aggregate principal amount of the Series 2015 Bonds, the maturities of the Series 2015 Bonds and to establish in the form of the payments to be made by the County under the 2015 Contracts.

7. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

APPROVED AND ADOPTED this ___ day of April, 2015.

MACON-BIBB COUNTY, GEORGIA

By: __________________________________________

ROBERT A.B. REICHERT, MAYOR

(SEAL)

Attest: _______________________________________

JEAN S. HOWARD, CLERK OF COMMISSION

S:\Law\RES MACON-BIBB15 Reichert, Authorizing 2015 Bond Issuance with UDA and IA (v1), 04-09-15.doc

5
CLERK'S CERTIFICATE

Now comes the undersigned Clerk of Commission of Macon-Bibb County, Georgia ("Macon-Bibb County"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Macon-Bibb County Commission in a public meeting properly and lawfully held and assembled on April 21, 2015, the original of which resolution has been entered in the official records of Macon-Bibb County under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of Official Code of Georgia Annotated.

(S E A L)                                                                                             Jean S. Howard, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH GEORGIA COLLEGE AND STATE UNIVERSITY FOR THE LEASE OF PARKING SPACES AT THE MULBERRY STREET PARKING GARAGE AT A RATE OF $350.00 PER MONTH; AND FOR OTHER PURPOSES.

WHEREAS, Georgia College and State University had previously entered into an agreement with the former City of Macon to lease parking spaces for students, faculty, and other personnel at the Mulberry Street Parking Garage located at 484 Mulberry Street in Macon, Georgia; and

WHEREAS, this previously entered into agreement is scheduled to terminate on June 30, 2015; and

WHEREAS, Georgia College and State University desires to renew this agreement; and

WHEREAS, Georgia College and State University would have access to up to one hundred (100) parking spaces during business hours (7:00 a.m. through 5:30 p.m.) and up to two hundred (200) parking spaces during non-business hours at a lease rate of three hundred and fifty dollars ($350.00) per month; and

WHEREAS, the agreement is for an initial term of one (1) year from July 1, 2015 through June 30, 2015, and allows for automatic renewals until notice of termination by either party; and

WHEREAS, a draft of the proposed agreement has been attached hereto as Exhibit A; 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 with Georgia College and State University for the use of parking spaces at the Mulberry Street Parking Garage in substantially the same form as the attached Exhibit A.

SO RESOLVED this ___ day of ____________, 2015.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ______________________________

JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Parking Agreement with
Georgia College and State University
PARKING, RENTAL, AND USE AGREEMENT

STATE OF GEORGIA Mulberry Street Parking Garage Spaces for Georgia College and State University
COUNTY OF BIBB

This PARKING, RENTAL, AND USE AGREEMENT (hereinafter "Agreement") is entered into by THE BOARD OF REGENTS OF THE UNIVERSITY OF GEORGIA BY AND ON BEHALF OF GEORGIA COLLEGE AND STATE UNIVERSITY (hereinafter "Georgia College and State University"), an educational institution authorized under the laws of the State of 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, and said Agreement shall have an effective date of July 1, 2015.

WHEREAS, Macon-Bibb County, as successor in interest to the former City of Macon, is the owner of a parking garage located at 484 Mulberry Street (hereinafter "Mulberry Street Parking Garage"); and

WHEREAS, Georgia College and State University previously entered into an agreement with the former City of Macon to lease parking spaces in the Mulberry Street Parking Garage; and

WHEREAS, this previously entered into agreement is scheduled to terminate on June 30, 2015; and

WHEREAS, the Parties wish to enter into a new agreement to continue to allow Georgia College and State students and personnel to utilize the parking spaces at the Mulberry Street Parking Garage; 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:

Page 1 of 5
WITNESSETH

1. Term. This Agreement shall be executed for an initial term of one (1) year, with said initial term to run from July 1, 2015 to June 30, 2016. The Agreement shall be automatically renewable for ten (10) separate one (1) year renewal periods upon written notice sixty (60) days prior to expiration of the Agreement by Georgia College and State University.

2. Premises. The County hereby grants to Georgia College and State University the privilege to rent, use, and enjoy up to one hundred (100) parking spaces during the day from 7:00 AM until 5:30 PM (hereinafter “Working Hours”) and up to two hundred (200) parking spaces after Working Hours in the Mulberry Street Parking Garage, subject to availability. The County reserves the right to designate areas of the Mulberry Street Parking Garage that are available and not available for such parking spaces.

3. Lease Amount. For use of said spaces, Georgia College and State University agrees to pay County three hundred and fifty dollars ($350.00) per month for said parking spaces. Said Lease Amount shall be due on the first of every month. The rental for the parking spaces in excess of the allotted number of spaces shall be the same as the rental charged to regular non-contract affiliated customers of the Mulberry Street Parking Garage.

4. Use of Premises. Georgia College and State University shall be entitled to designate those persons or businesses or the officers, agents, employees, customers and invitees of such persons who shall be entitled to use and enjoy the paid parking spaces. Any person or firm using a parking space pursuant to this Agreement and designated by Georgia College and State University shall not be obligated to pay rental unless the use exceeds the total of the paid one hundred (100) spaces during Working Hours and the two hundred (200) spaces after Working Hours. All designees must also comply with the reasonable rules and
regulations which the operator of the Mulberry Street Parking Garage and/or the County may impose.

5. **Notification of Operator of Mulberry Street Parking Garage.** Georgia College and State University shall notify the operator of the Mulberry Street Parking Garage of the number of spaces initially required which shall not exceed its reasonable needs and also shall not exceed one hundred (100) parking spaces during Working Hours and two hundred (200) parking spaces after Working Hours. Thereafter from time to time Georgia College and State University may increase or decrease the number of spaces (not to exceed the allotted one hundred (100) parking spaces during Working Hours and the allotted two hundred (200) parking spaces after Working Hours) by giving notice to the operator of the Mulberry Street Parking Garage and/or the County sixty (60) days in advance of such increase or decrease. The operator of the Mulberry Street Parking Garage or the County shall be entitled to lease to other persons any of the spaces which Georgia College and State University has not reserved, provided that any such leases are on terms that will permit Georgia College and State University to use such spaces upon notification of the sixty (60) days’ notice referred to above.

6. **Termination.** The County reserves the right to terminate this Agreement for any reason upon thirty (30) days written notice to Georgia College and State University of its intent to terminate said Agreement. Georgia College and State University shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the County of its intent to terminate said Agreement.

7. **Assignment; Subletting.** Georgia College and State may not assign or sublet this Agreement or sublet the Premises without the written consent of the County.

8. **Controlling Laws.** This Agreement shall be construed according to the laws of the State of Georgia and all provisions hereof shall be governed by such laws. 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.

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

10. **Notices.** Any and all notices shall be mailed or delivered to:

    **For County:**
    Macon-Bibb County
    ATTN: County Manager
    P.O. Box 247
    Macon, Georgia 31202-0247

    **For Georgia College and State University:**
    Georgia College and State University
    ATTN: Office of Finance & Administration
    231 W. Hancock Street, CBX 021
    Milledgeville, Georgia 31061

11. **Descriptive Headings.** Descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions or as any interpretation of them.

    [this portion intentionally left blank; signature page to follow]
IN WITNESS THEREOF, the Parties acknowledge that they have thoroughly read this Agreement, and have sought and received whatever advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein; and having so done, do hereby execute this Agreement effective as of the day and year referenced above by affixing 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 the Board of Regents of the University System of Georgia and Georgia College and State University:

By: _______________________________  _______________________________
    Vice-President for Finance & Administration  Date
    Georgia College and State University

Printed Name of Signatory

Attest: ______________________________  _______________________________
        Signature of Witness  Date
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH WOMACK PAVING, INC. FOR
THE AMOUNT OF $1,408,192.75 TO PERFORM ASPHALT OVERLAY WORK OF
VARIOUS STREETS AND ROADS IN MACON-BIBB COUNTY; AND FOR OTHER
PURPOSES.

WHEREAS, Macon-Bibb County has been awarded funds under the Local Maintenance
Improvement Grant (hereinafter “LMIG”) Program, which is a State allocated program funded
by the State Motor Fuel Tax Collections that provides funding to local governments to be used
for improving and maintaining public roads; and

WHEREAS, LMIG funds are awarded on an annually basis and requires the local
government receiving funds to contribute a certain percentage of local funds in order to receive
the grant, with all said funds to be used to provide financing for improving/maintaining local
roads; and

WHEREAS, a Request For Bid was issued by the Macon-Bibb County Procurement
Department soliciting bids for asphalt overlay work that qualifies as an appropriate use for LMIG
funds; and

WHEREAS, the lowest qualified bid received by the Macon-Bibb County Procurement
Department was from Womack Paving, Inc. located in Gray, Georgia; and

WHEREAS, the bid received was for the amount of one million four hundred eight
thousand one hundred ninety-two dollars and seventy-five cents ($1,408,192.75); and

WHEREAS, a list of the streets that will be improved under this agreement have been
attached hereto as Exhibit A and the proposed agreement for the project has been attached hereto
as Exhibit B; 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 with Womack Paving, Inc. to provide asphalt overlay services for roads/streets
located in Macon-Bibb County in substantially the same form as attached hereto as Exhibit B.

SO RESOLVED this ___ day of ________________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

List of Roadways for Bid 15-042-CW
w/ Womack Paving
## 2015 LMIG Project Report
### Macon-Bibb

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Beginning</th>
<th>Ending</th>
<th>Length (Miles)</th>
<th>Description of Work</th>
<th>Water Valve Risers 1&quot;</th>
<th>Sewer Manhole Risers 1&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria Dr.</td>
<td>Rivoli Rd.</td>
<td>Rivoli Rd.</td>
<td>1.07</td>
<td>Patching, milling, leveling, striping and Resurfacing 18' wide asphalt surface</td>
<td>5</td>
<td>24</td>
</tr>
<tr>
<td>Idle Hour Dr.</td>
<td>Forsyth Rd.</td>
<td>Country Club Rd.</td>
<td>0.36</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Manchester Dr.</td>
<td>Canterbury Rd.</td>
<td>Williamson Rd.</td>
<td>0.2</td>
<td>Patching, leveling, and Resurfacing 31' wide asphalt surface</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Dreyfus Dr.</td>
<td>Longacre Dr.</td>
<td>Longacre Dr.</td>
<td>0.12</td>
<td>Patching, leveling and Resurfacing 26' wide asphalt surface</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Lambert Dr.</td>
<td>Bethesda Ave.</td>
<td>Cascade Ave.</td>
<td>0.12</td>
<td>Patching, leveling and Resurfacing 26' wide asphalt surface</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Lake St. &amp; Terrace</td>
<td>Brookdale Ave.</td>
<td>Vineville Ave.</td>
<td>0.42</td>
<td>Patching, leveling, milling, striping and Resurfacing 24' wide asphalt surface</td>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>Samuel Dr.</td>
<td>Andy Dr.</td>
<td>End of existing pavement</td>
<td>0.16</td>
<td>Patching, leveling and Resurfacing 12' wide asphalt surface</td>
<td>:</td>
<td>2</td>
</tr>
<tr>
<td>Wallace Rd.</td>
<td>Jeffersonville Rd.</td>
<td>D.E.</td>
<td>0.15</td>
<td>Patching, leveling, and Resurfacing 20' wide asphalt surface</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Dorothy St.</td>
<td>Magnolia Dr.</td>
<td>Melton Rd.</td>
<td>0.25</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>Woodside Dr.</td>
<td>Bloomfield Rd.</td>
<td>Pineforest Rd.</td>
<td>0.23</td>
<td>Patching, leveling and Resurfacing 26' wide asphalt surface</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Masseyville Rd.</td>
<td>Railroad Tracks</td>
<td>Kings Park Dr. N.</td>
<td>0.63</td>
<td>Patching, leveling, resurfacing of 22' wide asphalt surface and striping</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Finneydale Dr.</td>
<td>Jeffersonville Rd.</td>
<td>Dead End</td>
<td>0.40</td>
<td>Patching, leveling and resurfacing of 20' wide asphalt surface</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Marjane Dr.</td>
<td>Zebulon Rd.</td>
<td>Forsyth Rd.</td>
<td>0.61</td>
<td>Patching, leveling, resurfacing of 22' wide asphalt surface and striping</td>
<td>0</td>
<td>13</td>
</tr>
<tr>
<td>Brim Dr.</td>
<td>Hamrick Rd.</td>
<td>Hamrick Rd.</td>
<td>0.20</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hamrick Rd.</td>
<td>Moseley Dixon Rd.</td>
<td>2100' Along Hamrick Rd.</td>
<td>0.40</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Zebulon Rd.</td>
<td>Kroger Fueling Station</td>
<td>Sonny Carter Elem. School Bus Exit</td>
<td>0.25</td>
<td>Sub-grade reconstruction to a depth of 36&quot; for 13' wide asphalt surface and striping</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Chick-A-Dee Lane</td>
<td>Goodall Mill Rd.</td>
<td>Dead End</td>
<td>0.28</td>
<td>Patching, leveling and Resurfacing 20' wide asphalt surface</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

The following is list of Streets which require Full Depth Reclamation

| Red Oak Dr. | Clairmont Ave. | Clairmont Pl. | 0.26 | Full Depth reclamation of 22' wide asphalt surface | 0 | 6 |
| Kentucky Downs Dr. | Bass Rd. | 5000' along Kentucky Downs Dr. | 0.99 | Full Depth reclamation of 22' wide asphalt surface | 0 | 0 |
| Wakefield Dr. | Northside Dr. | Cul-de-sac | 0.23 | Full Depth reclamation of 24' wide asphalt surface | 0 | 2 |
| Wexford Court | Wakefield Dr. | Wakefield Dr. | 0.05 | Full Depth reclamation of 24' wide asphalt surface | 0 | 0 |
| Waterford Dr. | Wakefield Dr. | Wakefield Dr. | 0.05 | Full Depth reclamation of 24' wide asphalt surface | 0 | 0 |
## 2015 LMIG Project Report
### Macon-Bibb

<table>
<thead>
<tr>
<th>Location</th>
<th>From</th>
<th>To</th>
<th>Distance</th>
<th>Description</th>
<th>Length</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lennox Dr.</td>
<td>Clairmont Pl.</td>
<td>Dead End</td>
<td>0.25</td>
<td>Full Depth reclamation of 24' wide asphalt surface</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>Misty Valley Court</td>
<td>Clairmont Pl.</td>
<td>Cul-de-sac</td>
<td>0.11</td>
<td>Full Depth reclamation of 24' wide asphalt surface</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Willowdale Dr.</td>
<td>Clairmont Pl.</td>
<td>Cul-de-sac</td>
<td>0.27</td>
<td>Full Depth reclamation of 24' wide asphalt surface</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Regina Dr. (Additive Item)</td>
<td>Meadows Dr.</td>
<td>2916 Regina Dr.</td>
<td>0.35</td>
<td>Full Depth reclamation of 22' wide asphalt surface</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Kentucky Downs Dr.</td>
<td>5000' along Kentucky Downs Dr. from Bass Road</td>
<td>Monroe County Line</td>
<td>0.61</td>
<td>Full Depth reclamation of 22' wide asphalt surface</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
EXHIBIT B

Proposed Agreement for Bid 15-042-CW
w/ Womack Paving
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA  
MACON-BIBB COUNTY  

Bid Number: 15-042-CW  

"LMIG for Asphalt Overlay"

This Independent Contractor Agreement (hereinafter “Agreement”) is entered into this ______ day of ____________________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter “County”) and Womack Paving, Inc., a corporation based in Gray, Georgia (hereinafter “Independent Contractor”), collectively referred to as the “Parties”, and 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”, (hereinafter “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 Independent Contractor’s proposal or bid dated March 11, 2015, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposal (hereinafter “RFP”) issued by the County on January 15, 2015 is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP information is inconsistent with the express provisions of this Agreement. In addition, all information that was divulged to Independent Contractor during the mandatory pre-bid conference, which took place on February 10, 2015 at 780 Third Street, Macon, Georgia 31201 is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP information is inconsistent with the express provisions of this Agreement. In addition, all addendums to the RFP that were issued to Independent Contractor are hereby made a part of this Agreement and Independent Contractor agrees to all addendum terms except to the extent that the addendum information is inconsistent with the express provisions of this Agreement. Furthermore, the RFP and bidding information submitted by Independent Contractor are hereby included in Exhibit “A-1” and are expressly made part of this Agreement and incorporated as such.
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 of 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:**

Macon-Bibb County  
ATTN: County Manager  
P.O. Box 247  
Macon, GA 31201

**For Independent Contractor:**

Womack Paving, Inc.  
ATTN: President  
P.O. Box 483  
Macon, Georgia 31032

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, Releases), 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 Releases 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, 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.

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.
(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(g) 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.

25. Affirmative Action

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 (g) Rates of Pay and other forms of compensation
(b) Upgrading (h) Training programs and selection for apprenticeship
(c) Promotion (i) Recruitment advertising and recruitment efforts
(d) Transfer (j) Employment goals
(e) Layoff (k) Written plan to achieve those goals with timetables
(f) Termination

26. Insurance Requirements

(a) Commercial General Liability. Independent Contractor agrees to procure and maintain a Commercial General Liability Insurance Policy (hereinafter “CGL”) GL 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 per occurrence; and $2,000,000.00 general aggregate.

(b) **Business Automobile Liability.** Independent Contractor agrees to procure and maintain a Business Automobile Liability Insurance Policy (hereinafter "BAP") with liability limits of not less than $1,000,000.00, 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.

(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.

27. **Verifications and Compliance**

(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.

**On Behalf of Macon-Bibb County:**

By: ___________________________________________ Date

Robert A.B. Reichert, Mayor

Attest: ________________________________________ Date

Shelia Thurmond, Clerk of Commission

**On Behalf of Womack Paving, Inc.:**

By: ___________________________________________ Date

Signature of Independent Contractor

Printed Name of Independent Contractor

Job 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)
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1 regarding asphalt overlay on roadways located in Bibb County, Georgia. Such services and work shall include all the required information included in Exhibit A of this document, which is attached hereto and specifically incorporated into this Agreement.

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until satisfactorily completion of said project. Notice to proceed with said project will be issued within ten (14) calendar days of contract award and Independent Contractor shall commence work within ten (10) calendar days of said Notice to Proceed being issued. The performance period is one hundred twenty (120) calendar days. This time period of one hundred and twenty (120) days includes three (3) days of weather delays. Furthermore, the performance period of one hundred and twenty (120) days shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

COMPENSATION: Independent Contractor has been awarded the base bid for this Project. Please note that Additive #1 and Additive #2 have not been awarded. As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sums indicated in Exhibit A-1, which shall be in the amount of one million four hundred eight thousand one hundred ninety-two dollars and seventy-five cents ($1,408,192.75) for the services and works provided to the County. Project must be completed within ninety (120) days of the Start Date, or as otherwise specified above. Once the Project has been completed to the standards contained in this agreement, Independent Contractor will submit an invoice to County, and payment will be rendered by County to Independent Contractor within thirty (30) days of said invoice being received by County.

For each day that Project is not completed after the one hundred twenty (120) day period has run, Independent Contractor will be subject to liquidated damages in the amount of one hundred dollars ($100.00) per additional day required.

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 agrees to warranty and guarantee all labor and workmanship for a minimum of one (1) year from the date of completion. The Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new and OEM certified unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition, Independent Contractor warrants that the Work will be performed in a timely manner and that law enforcement vehicles will be given top priority so that the downtime incurred for the vehicle is minimal.

On Behalf of Macon-Bibb County:

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

Attest: ______________________________
Sheilia Thurmond, Clerk of Commission  ______________________________

On Behalf of Womack Paving, Inc.:

By: _________________________________  ______________________________
Signature of Independent Contractor              Date

Printed Name of Independent Contractor  ______________________________
Job 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 CENTRAL GEORGIA POWER SPORTS, LLC FOR THE LEASE OF A PORTION OF SANDY BEACH AT LAKE TOBESOFKEE TO BE USED FOR JET-SKI AND PADDLE BOAT RENTALS AT A MONTHLY RATE OF $350.00 ($4,200.00 PER YEAR) FOR SIXTY MONTHS WITH FORM OF SAID LEASE TO BE APPROVED BY THE COUNTY ATTORNEY'S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County Department of Parks and Recreation is responsible for the operations and maintenance at Lake Tobesofkee; and

WHEREAS, a request for proposals was issued on February 13, 2015, for the procurement of a vendor to offer jet ski and paddle boat rentals at Sandy Beach at Lake Tobesofkee; and

WHEREAS, one (1) responsible bid was received in response to that request for proposals; and

WHEREAS, that responsible bidder was Central Georgia Power Sports, LLC based in Macon, Georgia; and

WHEREAS, Central Georgia Power Sports, LLC will pay a monthly rental fee of $350/month for the space required to rent jet skis, paddle boats, paddle boards, and kayaks; and

WHEREAS, this initial lease would be for sixty (60) months; and

WHEREAS, Central Georgia Power Sports, LLC would be responsible for providing any structures or buildings needed to ready the area for the aforementioned purpose; and

WHEREAS, Central Georgia Power Sports, LLC would also be responsible for purchasing inventory and operating the rental business in the leased space; and

WHEREAS, Central Georgia Power Sports, LLC will be required to indemnify the County for any activities associated with this lease; and

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of 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 enter into a lease agreement with Central Georgia Power Sports, LLC for the lease of a portion of Sandy Beach at Lake Tobesofkee to be used for the rental of jet-skis and paddle boats at an annual rate
of three hundred fifty dollars ($350.00) per month for sixty (60) months with the form of said lease 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
**MACON-BIBB COUNTY PROCUREMENT DEPARTMENT**

**BID AWARD RECOMMENDATION**

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC.</th>
<th>PROJECT</th>
<th>GL ACCT CODE/BUDGET</th>
<th>Procurement Facilitator</th>
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<tbody>
<tr>
<td>3/23/2015</td>
<td>975-21</td>
<td>Jet Ski &amp; Paddle Boat Rentals @ Lake Tobssokee</td>
<td>N/A</td>
<td>Doreen Eidmann</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- ☑ Buyer's Award Recommendation (this form)
- ☑ Evaluation Committee Summary
- ☑ Pricing Score Sheet
- ☑ Points Allocation Guidelines
- ☑ Official Response Review and Tabulation
- ☑ Copy of Recommended Vendor's submission
- ☐ Addenda (if any)
- ☑ Original Request for Qualifications/Proposals (RFQ/P)

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>Central Georgia Power Sports, LLC</td>
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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>
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<tbody>
<tr>
<td></td>
<td></td>
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</table>

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

REJECTION JUSTIFICATION

<table>
<thead>
<tr>
<th>Award Requirements:</th>
<th>☑ HOLD FOR MBCC AWARD  ☑ HOLD FOR MBCC ACTION</th>
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</thead>
<tbody>
<tr>
<td>COMMENTS</td>
<td></td>
</tr>
</tbody>
</table>

Details of solicitation process:

RFP # 15-045-DAB was published on February 13, 2015 and posted to the Macon-Bibb County Procurement page and to the Georgia Procurement Registry (State Purchasing). Reports show a total of 70 vendors were notified. On the scheduled due date, March 5, 2015 one (1) response was received in the procurement department, tabulated and distributed to a predetermined team of evaluators which included representatives from Macon-Bibb County Government, Recreation, Finance, Parks & Beautification and a Resident of Bibb County. The evaluation committee met on March 18, 2015 to discuss, score, and rank the qualifications and proposals, facilitated by Macon-Bibb Procurement. Scores were double checked and confirmed, the highest ranked responsive and responsible proposer, Central Georgia Power Sports, LLC, a local firm is recommended 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>Doreen Eidmann</td>
<td>3/23/15</td>
</tr>
<tr>
<td>Procurement Director</td>
<td></td>
<td>3/23/15</td>
</tr>
<tr>
<td>PROPOSER</td>
<td>Hatrick</td>
<td>Kitchens</td>
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<td>--------------------------</td>
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</tr>
<tr>
<td>Central Georgia Power Sports, LLC.</td>
<td>95</td>
<td>87</td>
</tr>
</tbody>
</table>

* Central Georgia Power Sports, LLC, being the sole responsive and responsible submittal, is recommended for award. This is a revenue generating award, no anticipated costs projected for Marcon-Bibb County.

Procurement Facilitator's Approval:

Doreen Eldmann, Procurement Officer III

Name

Date 3/23/15
Macon-Bibb County Procurement Department  
682 Cherry Street  
8th Floor  
Macon, GA 31201

RFP #15-045-DAE – Jet Ski/Paddle Boat Rentals at Lake Tobesofkee  

March, 3, 2015

Dear Sir/Madam

Thank you for inviting Central Georgia Power Sports, LLC: to submit a proposal to bid for the jet ski/paddle boat rentals at Lake Tobesofkee. I am very interested in expanding my business to rentals, I have discussed this many times with the Lake staff over the years. My company is here in Macon and I am excited to hear this is in the works. My Company and I personally have been involved with and sponsored many functions here on Lake Tobesofkee. I am a local resident and I am fully committed to the success of our community and thank you for this opportunity.

Should you have any questions or concerns, please call me directly at 478-318-6790.

Sincerely,

Matt Reno  
Owner/President Central Georgia Power Sports, LLC.
2001-Current Central Georgia Power Sports, LLC, Owner/President

Established in 2001 with $10,000 and 3 Jet Skis. I added a mechanic and 1 sales person by the end of the first year. I now have a full time staff of 5 and over $1M in sales annually. I purchased 4 acres and built a 10,000 sf building. We primarily buy and sell new and used Jet Skis and Jet Boats. We also occasionally buy and sell golf carts, motorcycles and ATV's. We have little to no debt, financially stable and excellent credit. Previously and currently we sponsor the 4th of July fireworks show, Jet Ski races, Weirdo Weekend, Relay for Life and various other functions at Lake Tobesofkee.

2008-Current Started a joint venture/partnership with Central Georgia Marina, where we have purchased thousands of FEMA campers and other RV's to resell. We work closely together and have a great business relationship and friendship. Therefore we would make great neighbors on the lake.

2000-Current I own 2 Mobile Home Parks & over 100 rental homes/mobile homes here in middle GA. My family and I are heavily invested in Macon.

1989 – 2001 Schwan's Sales Enterprises-Home Delivery, Sales Manager

1989-1994 Route builder Carson City, NV

I was # 1 in region 3 years and #1 salesman in the U.S. 2 years. Build new customer base. Promoted in 1994.

1994-2001 Sales Manager Macon, GA

I built a team from 3 sales routes to 10 and sales grew from $200K to over $3 million annually. Had the most growth ever in GA. my 1st year. Charged with managing 15 employees, inventory control, A/P, A/R, product forecasting, training staff, maintain propane tank systems, holding meetings and conducting inspections

While employed with Schwan's, I began purchasing real estate, jet skis and automobiles to sell and rent for additional income where I discovered the need for the watersports industry in Macon.
CONTACT INFORMATION

Matt Reno (President and Owner of Central Georgia Power Sports, LLC)
103 Cordell Ct.
Macon, GA 31220
478-318-6790 cell 478-757-4320 office

HISTORY/BACKGROUND

I moved from Nevada to Macon, GA in 1994. I established Central Georgia Power Sports, LLC in 2001 with 3 Jet Skis. I now have a 10,000 square foot facility on 10 acres and an inventory of nearly 200 units and sales over $1,000,000.00 annually. I own my inventory and I do not have investors in my company.

• I have lived on Lake Tobsosofkee for 20 years.
• I have a current business license to operate in Bibb County.
• My business is located 2 miles from Lake Tobsosofkee.
• My company has an A+ BBB rating.
• We have 5 full time employees of which 4 have been with me for 5+ years. I also have 3 part time (seasonal help) employees.
• I have a system in place for securing all documentation for the rental facility.
• We also retain the capability of adding additional staff and/or units if needed.
• My inventory is ample enough to have additional units available for delivery to the site within 10-15 minutes should it be needed.

EXPERIENCE

• I personally have 17 years of experience in the watersports industry.
• Matt Rose (Manager of Central Georgia Power Sports) has 15 years of experience in the industry and has continued to contribute greatly to the success of my business.
• The detailing staff has over 30 years of experience in the vehicle cleaning industry.
• We always maintain a trained staff of mechanics that have a vast knowledge of watercraft.
>

### DETAILED PROPOSAL

I will personally head, train and maintain the team for the rental business.

All staff members will:

- Carry a valid GA driver’s license
- Be experienced riders
- Proficient in filling out and explaining a rental agreement & waiver form
- Have knowledge of GA water laws
- Be capable of training the riders in safe operation
- Able to fuel/retrieve the rentals

**Training for the staff will include:**

- Passing a test on GA water laws & safety regulations for all rental staff.
- We will provide detailed training on all forms and publications.
- Staff will pass water/land towing instruction tests with actual vehicles.

**Perform daily audit of all rental/waiver forms.**

If there is severe weather, all rentals will be brought back in immediately and we will not be allowed to return to the water until 20 minutes passes without thunder/lightening.

The equipment will be kept clean and mechanically sound.

The new Jet Ski units are equipped with a computer remote that will be locked at the minimum training speed of 35 M.P.H. (set by the factory).

Jet Skis shall be fueled only by our personnel both, at the start of the day and immediately upon return of rentals.

A towing unit will be onsite for retrievals (Only to be used by staff).

I will be making a large investment to establish the business and would request a 5 year lease with the option to renew for another 5 years.

I would prepay for the 5 months from Apr. 15 - Sept 15 @ $350 x 5 = $1750. To be paid on or before April 1st each year.
PROJECT TIMELINE

Upon agreement, I can immediately purchase the following items to begin the new rental facility. I will be ready to start on April 15, 2015. I also maintain the financial stability to add more inventories of any equipment if required/needed and/or as long as space permits additional units at the site.

A. 4 new Jet Ski’s
B. 2 new Paddle Boats
C. 2 new Paddle Boards with Oars
D. 2 new Kayaks with Oars
E. 25 new US Coast Guard Approved Life Vests

Our season will be from April 15 – Sept 15 and our hours will be:

1. 4/15 thru 5/29 & 8/3 thru 9/15
   - Fri, Sat & Sun. 10 a.m. - 6 p.m.
   - Mon–Thurs by appt. (Holidays: 10-6)

2. 5/30 thru 8/2
   - Tues – Sun 10 a.m. - 6 p.m.
   - Mon. by appt. (Holidays: 10-6)

I will provide adequate personnel every day at the rental facility and their shift will be from:

   - Tues–Sun 9:00 a.m. – 6:00 p.m.
   - Mondays by appt. (Holidays: 10-6)

We would require the ability to have a covered rental stand constructed to shelter the staff and provide space for the forms to be completed and properly stored for the day, and a harnessing post to hang the life vests on.

We would require that electricity be provided at the rental facility.
INSURANCE REQUIREMENTS

I currently have the following insurance companies and limits in place for Central Georgia Power Sports, LLC. Upon agreement of contract; if needed I can amend and/or add additional coverages to my limits to meet the requirements set:

Worker Compensation – Utica National Insurance Group A- (excellent) A.M. Best Rating
Agent: Tidwell & Hilburn Ins. Macon, GA
Coverages – Bodily Injury, Bodily injury by disease and each employee $500,000 each.

Automobile Insurance – Auto-Owners Insurance Group A++ (superior) A.M. Best Rating.
Agent: Solomon·Deatcn & Buice Ins. Macon, GA
Coverages – General Aggregate and Operations Aggregate $2,000,000 each.
Personal injury, combined bodily injury, property damage and uninsured including underinsured motorist liability $1,000,000 each
Broad Form Products & Completed Operations $1,000,000 each occurrence
Georgia Liability Errors and Omissions $1,000,000 per error or omission

FINANCIAL INFORMATION

BB&T 5590 Thomaston Road, Macon, GA 31220

Contacts: John Floyd (Manager) 478-722-9400
Gloria Methven (Personal Banker) 478-722-7316
I am adding this sheet in lieu of your Price Proposal Form, because I am proposing to have 2 additional items for rent. Kayaks and Paddle Boards have quickly become the most popular non power items to rent, which will offer more choices for the customer and makes the lake more attractive for things to do.

### Jet Skis

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<th>FRI-SUN/HOLIDAYS</th>
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<td>$75.00 Fuel included</td>
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<tr>
<td>½ Day Rate $/4 hours</td>
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<td>$250.00 *1 Full Tank Fuel</td>
</tr>
<tr>
<td>Daily Rate $/8 hours</td>
<td>$300.00</td>
<td>$400.00 *1 Full Tank Fuel</td>
</tr>
</tbody>
</table>

*A tank holds 15-18 gallons. Customer is responsible for refueling if needed.

### Kayak/Paddle Boat/Paddle Board

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<th>FRI-SUN/HOLIDAYS</th>
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</thead>
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<tr>
<td>½ Day Rate 4 hours</td>
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</tr>
<tr>
<td>Daily Rate $/8 hours</td>
<td>$70.00</td>
<td>$80.00</td>
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</table>
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BOARD OF REGENTS OF
THE UNIVERSITY SYSTEM OF GEORGIA ON BEHALF OF THE UNIVERSITY OF
GEORGIA COOPERATIVE EXTENSION OFFICE FOR THE OPERATION OF AN
AGRICULTURE EXTENSION EDUCATION PROGRAM IN MACON-BIBB COUNTY;
AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Cooperative Extension Office is a county, state, and federal
funded organization which provides unbiased, researched-based education programs in
agriculture, the environment, communities, youth, and family; and

WHEREAS, the Georgia Cooperative Extension Office helps citizens of the State of
Georgia become healthier, more productive, financially independent, and environmentally
responsible; and

WHEREAS, Macon-Bibb County and the Georgia Cooperative Extension Office wish to
enter into an agreement to provide such educational programs to the citizens of Macon-Bibb
County in substantially the same form as the document attached hereto as Exhibit A; and

WHEREAS, this agreement will provide for the operation and maintenance of a the
Georgia Cooperative Extension Office in Macon-Bibb County with the funding to be provided
jointly under the policies established by the Board of Regents; and

WHEREAS, this resolution will benefit the citizens of Macon-Bibb County, and shall
become effective immediately upon its approval by the Mayor or upon its adoption into law
without such approval; 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
Commission hereby authorizes the Mayor to execute any and all documents necessary to enter
into an agreement with the Georgia Cooperative Extension Office for the purposes of providing a
local office and educational programs to the citizens of Macon-Bibb County in a form
substantially similar to the attached Exhibit A.

SO RESOLVED this _______ day of __________________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Georgia Cooperative Extension Agreement w/ Macon-Bibb
COUNTY EXTENSION PERSONNEL CONTRACT/MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
On Behalf of
THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION
And the
_________________________ COUNTY BOARD OF COMMISSIONERS

In accordance with the Smith-Lever Act of the U.S. Congress of 1914, an agreement between The Board of Regents of the University of Georgia system on behalf of the University of Georgia Cooperative Extension and the U.S. Department of Agriculture to conduct Extension work in Georgia, and by virtue of the authority conferred upon the governing authority of the county under Article 9, Section 4, Paragraph 2, of the Constitution as amended in 1983, as implemented in the O.C.G.A. #20-2-62 and O.C.G.A. #48-5-220, 10, the MACON-BIBB COUNTY Board of Commissioners hereinafter referred to as the COUNTY and the Board of Regents of the University of Georgia by and on behalf of the University of Georgia Cooperative Extension hereinafter referred to as the UGA EXTENSION do hereby agree to cooperate in the operation of an Extension education program in agriculture, natural resources and environmental management, family and consumer science, 4-H youth work, and subjects related thereto in MACON-BIBB County.

SECTION I

The UGA EXTENSION shall:

1. - employ and supervise County Extension personnel. It shall be the responsibility of the UGA EXTENSION to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.

2. - appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the COUNTY.

3. - in the event the work of any County Extension staff member becomes unsatisfactory to the COUNTY, it shall be the responsibility of the COUNTY to communicate this dissatisfaction to the District Extension Director of the UGA EXTENSION. It shall then be the responsibility of the UGA EXTENSION to appropriately deal with the dissatisfaction and advise the COUNTY of action taken, if any. The UGA EXTENSION shall have the right to terminate or transfer personnel from the county. In either case, UGA Extension will select a replacement for the county, following the procedure described above.

4. - keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA EXTENSION shall retain such records for a period of three (3) years unless an audit has been completed or if the audit findings have not been resolved at the end of three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings.

5. - carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

6. - provide County Extension personnel with the necessary stationery, envelopes, publications and other educational materials needed for an effective program. The UGA EXTENSION also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.

7. - pay a portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA EXTENSION salary administration policies.

8. - reimburse all County Extension personnel directly for expenses incurred on behalf of the UGA EXTENSION for officially designated travel outside MACON-BIBB County as authorized by the District Extension Director.

9. - support County Extension personnel and the Extension program in MACON-BIBB County with necessary assistance of district and state subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom the UGA EXTENSION cooperates.

10. - report to the MACON-BIBB County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

SECTION II

The COUNTY shall:

1. - provide a suitable County Extension office; the suitability of the office to be agreed on by all parties. The COUNTY further agrees to provide sufficient funds to pay for necessary office supplies, office equipment, telephone, utilities, data communication networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.

   a. coordinate with UGA Extension IT personnel prior to the removal or modification of county office network infrastructure deployed and/or managed by UGA Extension. The county shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.
b. coordinate with LGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension;

c. allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery.

2. provide a portion of the salaries and associated benefits of County Extension personnel as shall be agreed upon by UGA EXTENSION and the COUNTY. Salary and benefits, including leave, shall be calculated according to policies established by the Board of Regents. The UGA EXTENSION will provide monthly statements to the COUNTY reflecting the COUNTY portion of benefits and/or salary. COUNTY reimbursement for county portion of benefits will be made to the UGA EXTENSION in the full amount upon receipt of the statement. COUNTY reimbursement for county portion of salary shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.

3. when an individual terminates employment through resignation or retirement, and chooses to take a lump-sum payment for accumulated annual leave, the COUNTY agrees to pay their share of the annual leave payment in accordance with UGA leave policy.

4. reimburse the travel expenses of County Extension personnel for official travel on behalf of MACON-BIBB County. The reimbursement shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.

5. approve or disapprove appointment recommendations of County Extension personnel.

6. notify the District Extension Director of the UGA EXTENSION if the work of any County Extension staff member is unsatisfactory to the COUNTY.

7. evaluate financial support to the UGA EXTENSION annually, make adjustments as necessary for continued effective support, and to notify the UGA EXTENSION of these adjustments. The evaluation should include salary dollars for cost-of-living and/or merit increases.

SECTION III

1. This Contract/Memorandum shall take effect when it is executed by the MACON-BIBB COUNTY BOARD OF COMMISSIONERS and the UGA EXTENSION.

2. The term of this Agreement shall be from APRIL 22, 2015 until rescinded. It may be terminated by either party by written notice of such intent provided ninety (90) days in advance.

3. This Agreement may be modified by mutual written agreement of the parties hereto.

4. This Agreement may be renewed annually by letter of agreement signed by the parties hereto.

5. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, disability, or veteran status.

Date ______________ Mayor, MACON-BIBB County

Date ______________ County Extension Coordinator, ______________________ County

Date ______________ Vice President for Public Service and Outreach, University of Georgia

Revised: 02/18/15
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH NAFECO IN THE AMOUNT OF
$80,370.00 TO PROVIDE VARIOUS TURNOUT GEAR CLOTHING FOR USE BY THE
MACON-BIBB COUNTY FIRE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department provides emergency firefighting,
fire protection, and rescue services to the citizens of Macon-Bibb County; and
WHEREAS, the Macon-Bibb County Fire Department is currently in need of new
turnout gear clothing, which provides heat and vapor protection during firefighting operations; and
WHEREAS, on or about March 9, 2015, the Macon-Bibb County Procurement
Department received proposals regarding Requisite Number 2015-1674, which solicited
responsive offers from responsible bidders capable of providing such equipment; and
WHEREAS, three (3) responsive bids were received; and
WHEREAS, NAFECO, a company doing business in Decatur, Alabama, submitted the
lowest bid in the amount of eighty thousand three hundred seventy dollars ($80,370.00); and
WHEREAS, as such, it was recommended that the purchase be awarded to NAFECO to
provide the equipment requested; and
WHEREAS, a copy of the said Purchase and Sale Agreement has been attached hereto
as Exhibit A that details the equipment purchase; 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 with NAFECO in the amount of eighty thousand three hundred seventy dollars
($80,370.00) to provide turnout gear clothing for the Macon-Bibb County Fire Department
requested under the terms and conditions contained Requisite Number 2015-1674 and in
substantially the same form as Exhibit A.

SO RESOLVED this ______ day of __________________, 2015.

By: ___________________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: _________________________________________
        JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Requisite Number 2015-01674

Purchase and Sale Agreement w/ NAFECO
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

"Fire Department Turnout Gear"

Requisite Number: 2015-1674

THIS PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into by NAFECO (hereinafter “NAFECO”), an Alabama company doing business in Decatur, Alabama, and the MACON-BIBB COUNTY (hereinafter “County”), a political subdivision of the State of Georgie, with both parties collectively being referred hereto as “the Parties”, on this ___ day of ______________, 2015.

WHEREAS, NAFECO is an authorized dealer of fire department gear, clothing, equipment, and accessories; and

WHEREAS, County desires to purchase such equipment for firefighting purposes; 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. NAFECO will provide various firefighting gear and equipment that conforms to the features and specifications include in March 20, 2015 quote provided by NAFECO, which has been attached hereto as Exhibit A. NAFECO hereby agrees to sell and deliver to County the equipment and services described in the Exhibit A and Exhibit A is hereby specifically incorporated as part of this Agreement.

2. Purchase Price. County agrees to pay, and NAFECO agrees to accept, the purchase price of eighty thousand three hundred seventy dollars ($80,370.00) as full compensation and consideration for the equipment provided.

3. Payment. Upon satisfactorily delivery of the equipment provided for in Exhibit A, NAFECO 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 provided for in Exhibit A will be at the sole discretion of NAFECO, and delivery of such equipment shall be made within thirty (30) days of the effective date of this agreement. The equipment shall be packaged appropriately and the equipment shall be delivered in an undamaged condition to 1191 First Street, Macon, Georgia 31201, with NAFECO providing twenty-four (24) hours' notice prior to delivery. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of deliver form. Risk of loss during transit of said equipment, and at all times prior to County inspecting and signing an acceptance of deliver form, shall remain with NAFECO.

5. **Failure to Deliver Equipment and/or Services.** Should NAFECO fail to deliver the referenced equipment provided for in Exhibit A, County shall have the right to withhold performance of payment until such equipment is rendered as required under Exhibit A. In addition, County may also elect to cancel said purchase upon non-performance by NAFECO.

6. **Indemnification.** NAFECO 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 NAFECO, its agents, employees, subcontractors, or others working at the direction or on behalf of NAFECO. NAFECO’s obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.
7. **Assignment.** NAFECO shall not assign or subcontract the whole or any part of this Agreement without County’s prior written consent.

8. **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.

9. **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.

10. **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.

11. **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.

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

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

15. **Entire Agreement.** The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and NAFECO and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and NAFECO 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.

16. **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.

[This portion left intentionally blank; signature page to follow]
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: ________________________________ Date

Robert A.B. Reichert, Mayor

Attest: ______________________________ Date

Jean S. Howard, Clerk of Commission

**On Behalf of NAFECO:**

By: ________________________________ Date

Signature of Authorized Official

Printed Name of Authorized Official ____________________________ Job 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)
EXHIBIT A

Requisite Number 2015-1674

Quote and Specifications
QUOTE

Quote Number: 827785
Date: 3/20/15
Quote Expiration: EXPIRES 30 DAYS

To: MAC140
MACON BIBB COUNTY F.D.
1191 FIRST STREET
MACON, GA 31201
United States of America

F.O.B. Point: ORIGIN
Salesperson: Brian Goldman (West GA)
Quote Prepared By: Angela Henderson

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Sub-Total: $80,170.00
Quote Total: $80,170.00

If you have any questions concerning this quote, please contact our office.
Thank you for your business.

Visit Us On The Internet At: www.nafeco.com
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND WARREN ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT-AT-RISK SERVICES FOR THE PARTIAL BUILDING RENOVATION OF THE BIBB COUNTY COURTHOUSE FOR APPROXIMATELY 2% OF THE BUDGETED AMOUNT PLUS PRE-CONSTRUCTION FEE, NOT TO EXCEED $47,500.00, TO BE PAID FROM SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County issued and posted a Request for Qualifications and Proposal for Construction Management-at-Risk Services for the partial building renovation of the Bibb County Courthouse on January 27, 2015, to the Macon-Bibb County Procurement page and to the Georgia Procurement Registry; and

WHEREAS, a total of 832 vendors were notified, including 219 African-Americans, 23 Asian-Americans, 10 Native-Americans, and 17 Hispanic/Latinos; and

WHEREAS, on March 5, 2015, the Macon-Bibb County Procurement Department received responsive bids from three (3) firms regarding the request; and

WHEREAS, a team of evaluators which included representatives from the Macon-Bibb County Office of Small Business Affairs, SPLOST Oversight, Macon-Bibb County Sheriff’s Office, and an advisory committee member from the Architect, BBTB, Inc.

WHEREAS, Warren Associates, Inc. based in Macon, Georgia, submitted the lowest bid for the proposed project; and

WHEREAS, the bid submitted by Warren Associates, Inc. for the proposed project was 2% of budgeted amount plus pre-construction fee not to exceed $47,500.00; 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 agreement with Warren Associates, Inc. in the amount of 2% of the budgeted amount plus pre-construction fee not to exceed $47,500.00 for construction management-at-risk services for the partial renovation of the Bibb County Courthouse be paid from SPLOST funds, in substantially the same form as the hereto attached Exhibit “A”.

S:\Law\RES MACON-BIBB\2015 Warren Associates - Bibb County Courthouse renovation.doc
NOW, THEREFORE, this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED 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>GL ACCT CODE/ BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/13/2015</td>
<td>958-26,918-19</td>
<td>Partial Renovation of the Bibb County Courthouse</td>
<td>Nyesha Daley</td>
<td></td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- ☑ Buyer’s Award Recommendation (this form)
- ☑ Evaluation Committee Summary
- ☑ Pricing Score Sheet
- ☑ Points Allocation Guidelines
- ☑ Official Response Review and Tabulation
- ☑ Copy of Recommended Vendor’s submission
- ☑ Addenda (if any)
- ☑ Original Request for Qualifications/Proposals (RFQ/P)

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>Warren Associates, Inc.</td>
<td>2.75% of budgeted amount plus pre-construction fee or $47,500.00</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>
</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:

RFQ/P # 15-038-ND was published on January 27, 2015 and posted to the Macon-Bibb County Procurement page and to the Georgia Procurement Registry (State Purchasing). Reports show a total of 832 vendors were notified (including 219 African Americans, 23 Asian Americans, 10 Native Americans, 17 Hispanic/Latino). On the scheduled due date, March 5, 2014 three (3) responses were received in the procurement department, tabulated and distributed to a pre-determined team of evaluators which included representatives from Macon-Bibb County Office of Small Business Affairs, SPLOST Oversight, Bibb County Sheriff’s Office, with advisory committee member from Architect, BTBB, Inc. The evaluation committee met on March 13, 2015 to discuss, score, and rank the qualifications and proposals, facilitated by Macon-Bibb Procurement. Scores were double checked and confirmed, the highest ranked responsive and responsible proposer, Warren Associates, Inc., a local firm is recommended 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>[Signature]</td>
<td>3/23/2015</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>[Signature]</td>
<td>3/23/2015</td>
</tr>
<tr>
<td></td>
<td>103,000</td>
<td>5</td>
</tr>
<tr>
<td>-----</td>
<td>---------</td>
<td>---</td>
</tr>
<tr>
<td></td>
<td>64.46</td>
<td></td>
</tr>
<tr>
<td></td>
<td>85.93</td>
<td></td>
</tr>
</tbody>
</table>

**Warren Associates Inc.**

**Picmont**

**Chris R. Sheridan & Co.**

---

March 13, 2015

15-038-ND CM@B(ord) for Partial Renovation of the Bibb County Courthouse

**Proposals Evaluation Summary**
Macon-Bibb County Procurement

15-038-CW CM@Risk for Partial Renovation of the Bibb County Courthouse

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>% of Budget Proposed</th>
<th>Pre-Construction Fee</th>
<th>Total Proposal pricing</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris R. Sheridan &amp; Co.</td>
<td>3.50%</td>
<td>$7,500.00</td>
<td>$77,500.00</td>
<td>15.32</td>
</tr>
<tr>
<td>Piedmont Construction Group</td>
<td>2.75%</td>
<td>$6,000.00</td>
<td>$61,000.00</td>
<td>19.46</td>
</tr>
<tr>
<td>Warren Associates Inc.</td>
<td>2%</td>
<td>$7,500.00</td>
<td>$47,500.00</td>
<td>25.00</td>
</tr>
</tbody>
</table>

Lowest price receives the total number of available points.

- Chris R. Sheridan & Co.  
  $77,500.00  
  \[47,500 \times 0.612 \times 25 = 15.32 \text{ points}\]

- Piedmont Construction Group  
  $61,000.00  
  \[47,500 \times 0.778 \times 25 = 19.46 \text{ points}\]

- Warren Associates Inc.  
  $47,500.00  
  \[47,500 \times 1.00 \times 25 = 25 \text{ points}\]

Procurement Facilitator’s Signature

Uma Sha Datey  
Do hereby certify that the prices included for all vendors are complete in accordance with vendor's proposal submission.
# POINTS ALLOCATION GUIDELINES

15-038-CW CM @ Risk – Partial Renovation for the Bibb County Courthouse

## Experience and References – MAXIMUM 20 POINTS

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Firm has identified customers that are currently using or have used services which are considered comparable to the requirements of the RFQ/P. Customers contacted are able to verify the service levels and capability of the respondent to provide exceptional services.</td>
</tr>
<tr>
<td>10</td>
<td>Firm has identified customers that are currently using or have used services which are considered comparable to the requirements of the RFQ/P. Customers contacted are able to verify the service levels and capability of the respondent to provide above average services.</td>
</tr>
<tr>
<td>5</td>
<td>Firm has identified customers that are currently using or have used services which are considered comparable to the requirements of the RFQ/P. Customers contacted are able to verify the service levels and capability of the respondent to provide about or below average services.</td>
</tr>
<tr>
<td>0</td>
<td>Firm has identified customers; however none that currently uses or has used services which are considered comparable to the requirements of the RFQ/P. OR Customers contacted not that the service levels and capability of the respondent are poor.</td>
</tr>
</tbody>
</table>

## Similar Project Experience – MAXIMUM 20 POINTS

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Listed Similar Project Experience is exceptional. Review of similar projects provides substantial evidence of the experience and resources necessary to successfully provide these services.</td>
</tr>
<tr>
<td>10</td>
<td>Listed Similar Project Experience is adequate. Review of similar projects provides some evidence of the experience and resources necessary to successfully provide these services.</td>
</tr>
<tr>
<td>0</td>
<td>Listed Similar Project Experience is not sufficient. Review of similar projects provides little or no evidence of the experience and resources necessary to successfully provide these services.</td>
</tr>
</tbody>
</table>

## Management and Safety Plan & Ability to meet Timeline – MAXIMUM 10 POINTS

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Management and Safety plan includes a comprehensive strategy for providing the necessary resources to efficiently perform the Construction Manager @ Risk Services required by the RFQ/P. All anticipated resources are identified, including staff, technology and equipment. Timeline expectations are clearly understood and firm’s submission shows the ability to meet expectations.</td>
</tr>
<tr>
<td>5</td>
<td>Management and Safety plan includes an acceptable strategy for providing the necessary resources to efficiently perform the Construction Manager @ Risk Services required by the RFQ/P. Some of the anticipated resources are identified, including staff, technology and equipment. Timeline expectations appear to be understood and firm’s submission shows some ability to meet expectations.</td>
</tr>
<tr>
<td>0</td>
<td>Management and Safety plan includes an insufficient strategy for providing the necessary resources to efficiently perform the Construction Manager @ Risk Services required by the RFQ/P. Only a few of the anticipated resources are identified, including staff, technology and equipment. Timeline expectations do not appear to be understood and firm’s submission shows little ability to meet expectations.</td>
</tr>
</tbody>
</table>

## Firm’s Financial Stability – MAXIMUM 10 POINTS

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Firm’s submission demonstrates a strong financial background, including the financial resources necessary to fulfill the responsibilities of the selected Construction Manager @ Risk.</td>
</tr>
<tr>
<td>5</td>
<td>Firm’s submission demonstrates a stable financial background, including the financial resources necessary to fulfill the responsibilities of the selected Construction Manager @ Risk.</td>
</tr>
<tr>
<td>0</td>
<td>Firm’s submission demonstrates a poor financial background, including the financial resources necessary to fulfill the responsibilities of the selected Construction Manager @ Risk.</td>
</tr>
</tbody>
</table>

## Minority Participation Goal – MAXIMUM 10 POINTS

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Firm’s submission demonstrates extensive evidence of the intention to utilize M/W/D/B/E participation in the execution of the services required of this project.</td>
</tr>
<tr>
<td>5</td>
<td>Firm’s submission demonstrates some evidence of the intention to utilize M/W/D/B/E participation in the execution of the services required of this project.</td>
</tr>
<tr>
<td>0</td>
<td>Firm’s submission demonstrates little or no evidence of the intention to utilize M/W/D/B/E participation in the execution of the services required of this project.</td>
</tr>
</tbody>
</table>

## Local Preference – MAXIMUM 5 POINTS

Macon-Bibb County reserves the right to award 5% (five percent) local preference to County businesses and merchants.

## Pricing – MAXIMUM 25 POINTS

Percentage Based; to be calculated by Procurement staff, Utilizing a standard formula
### Request for Qualifications & Proposals (RFQ/P)

15-036-CW – CM @Risk for Partial Renovation of the Bibb County Courthouse

Official Tabulation

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th># Copies</th>
<th>Contractor Info</th>
<th>Qualifying Info</th>
<th>Sub-Contractor</th>
<th>Minority Goal</th>
<th>Financial &amp; Legal</th>
<th>Insurability</th>
<th>E-Verify</th>
<th>Contact</th>
<th>Email</th>
<th>Telephone</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris R. Sheridan &amp; Co.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>Rosny E. Williams</td>
<td><a href="mailto:Rosny.williams@chrissheridan.com">Rosny.williams@chrissheridan.com</a></td>
<td>478-743-1578</td>
<td>1572 Schofield Street Macon, GA 31201</td>
</tr>
<tr>
<td>Piedmont Construction Group</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>G. Scott Thompson</td>
<td><a href="mailto:sthompson@piedmontconstructiongroup.com">sthompson@piedmontconstructiongroup.com</a></td>
<td>478-405-8907</td>
<td>107 Gateway Drive, Suite B Macon, GA 31210</td>
</tr>
<tr>
<td>Warren Associates Inc.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>C. Warren Selby Jr.</td>
<td><a href="mailto:weselbyin@warrenassociatesinc.com">weselbyin@warrenassociatesinc.com</a></td>
<td>478-746-7306</td>
<td>2760 Roff Ave Macon, GA 31204</td>
</tr>
</tbody>
</table>
CONTRACT FOR CONSTRUCTION

The work required by this Contract is for the following project, hereinafter identified as the "Project":

Project Name: Partial Renovation of the Bibb County Courthouse
Project Address: 601 Mulberry Street
City/State/Zip: Macon, GA 31201
Project ID #: Proposal No. 15-038-CW
General Project Description: Construction Management-at-Risk Services – Partial Renovation of the Bibb County Courthouse
Table of Contents

Article 1 Representations
Article 2 Notices
Article 3 Definitions
Article 4 Relationship of the Parties
Article 5 Contract Documents
Article 6 Scope of Contractor's Project
Article 7 Compensation for Contractor
Article 8 Personnel, Subcontractors, and Suppliers
Article 9 Bonds
Article 10 Contractor's Duties, Obligations and Responsibilities
Article 11 Goods, Products, and Materials
Article 12 Submittals
Article 13 Contractor's Quality Assurance
Article 14 Changes to the Project
Article 15 Claims and Liens
Article 16 Substantial and Final Completion
Article 17 Contractor's Warranties and Guaranties
Article 18 Owner's Duties, Obligations and Responsibilities
Article 19 Construction Time
Article 20 Concealed and Unforeseen Conditions
Article 21 Contractor's Records
Article 22 Proprietary Documents and Confidentiality
Article 23 Insurance Requirements
Article 24 Owner's Right to Stop Work
Article 25 Termination or Suspension of Contract
Article 26 Applicable Law and Dispute Resolution
Article 27 Damages and Remedies
Article 28 Miscellaneous Provisions
Article 29 Indemnification
Article 30 Contractor's Reviews and Evaluations
Article 31 Prohibition Against Contingent Fees
Article 32 Exhibits and Attachments
Exhibit A Service Addendum
Exhibit B Request for Qualifications and Proposal No. 15-038-CW with attachments
This Contract for General Construction Services is entered into between:

**Owner**

Owner’s Name: Macon-Bibb County, Georgia  
Owner’s Address: 700 Poplar Street  
P.O. Box 247  
City/State/Zip: Macon, Georgia 31202-0247  

and  

**Contractor**

Contractor’s Name: Warren Associates, Inc.  
Contractor’s Address: 2760 Roff Avenue  
City/State/Zip: Macon, GA 31204  

This Contract is executed under seal, and shall be effective on the date signed by the last party to do so.

**AUTHORIZED REPRESENTATIVES:**

The authorized representatives and addresses of Owner, Architect, and Contractor are:

**Owner’s Representative**

Name: Macon-Bibb County  
Clay Murphy  
Address: 700 Poplar Street  
City/State/Zip: Macon, GA 31201  
Email Address: clay.murphy@cox.net  
Phone: (478)447-3263  

**Architect’s Representative**

Firm Name: BTBB, Inc.  
Name: Bob Brown  
Address: 609 Cherry Street  
City/State/Zip: Macon, GA 31201  
Email Address: bbrown@btbbinc.com  
Phone: (478)742-1208  

**Contractor’s Representative**

Firm Name: Warren Associates, Inc.  
Name: Warren Selby, Jr.  
Address: 2760 Roff Avenue  
City/State/Zip: Macon, GA 31204  
Email Address: wselbyjr@warrenassociatesinc.com  
Phone: (478)746-7306  
License #: GCCO 000563
THEREFORE, in consideration of the mutual promises, covenants and agreements herein and other good and valuable consideration, the sufficiency of which is acknowledged, Owner and Contractor agree:

**ARTICLE 1: REPRESENTATIONS**

Contractor makes the following express representations to Owner:

1.1 Contractor is professionally qualified to act as Contractor for the Project and is licensed to perform construction by all public entities having jurisdiction over Contractor and the Project;

1.2 Contractor has and shall maintain all necessary licenses, permits or other authorizations necessary to act as Contractor for the Project until Contractor's duties have been fully satisfied;

1.3 Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed;

1.4 Contractor assumes full responsibility to Owner for the negligent or willful acts and omissions of Contractor's employees, Subcontractor's or others employed or retained by Contractor;

1.5 Contractor has reviewed and familiarized itself with this Contract and is bound thereby;

1.6 Contractor represents that it is experienced in the type of labor and services, is qualified, willing and able to perform general construction services for the Project, and has the expertise and ability to provide construction which will meet Owner's objectives and requirements, and which will comply with the requirements of all applicable governmental, public authorities and agencies.

**ARTICLE 2: NOTICES**

2.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; delivered by facsimile; sent by U.S. Mail, postage prepaid, or sent via email. All notices shall be given to the authorized representatives at the addresses above. Notices that are hand delivered, delivered by facsimile, or sent by email shall be deemed given as of the first business day after the date of delivery. Notices given by U.S. Mail shall be deemed given as of the third business day following the date of posting.

**ARTICLE 3: DEFINITIONS**

The following words and phrases have the following meanings:

3.1 **Project** - The Project shall be as described above.

3.2 **Compensation** - Compensation shall be the fixed fee and unit prices, if any, as designated in Article 7.1 to be paid to Contractor for Services by Contractor.

3.3 **Change Order** - a written order to Contractor executed by Owner and Architect directing a change in the Project, and may include a change in the Contract Amount or the time for Contractor's performance, or any combination.

3.4 **Site** - The geographical location of a Project, defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

3.5 **Work** - Any and all construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, items, labor, licenses, management, materials, permits, products, services, supervision, supplies,
systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project.

ARTICLE 4: RELATIONSHIP OF THE PARTIES

4.1 Architect - Architect's performance of services shall be as an Architect consultant to Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve Owner's Project objectives. Architect will deal with Contractor on all design and technical matters, and will administer this Contract for General Construction Services. Unless otherwise directed by Owner, Owner and Contractor shall communicate with each other in the first instance through Architect. Owner's instructions to the General Contractor will be issued through Architect.

4.2 Other Consultants - Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other consultants, including: Land Surveying Consultant, Geotechnical Consultant, and/or Materials Testing Consultant.

4.3 Contractor:

4.3.1 Contractor shall, in consultation with Owner, Architect, Owner's Representatives and their Subcontractors, implement and maintain a spirit of cooperation, collegiality and open communication among the parties so the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

4.3.2 Contractor shall provide Owner a list of the proposed key project personnel of Contractor and its Subcontractors to be assigned to the Project. The key project personnel are defined as the Project Principal, Senior Project Manager, Project Manager, Project Engineer, Superintendent, and Assistant Superintendent. This list shall include such information on Contractor background of each of the assigned personnel as may be requested by Owner's Representative. Such key personnel and contractors shall be satisfactory to Owner and shall not be changed except with the consent of Owner unless said personnel cease to be in Contractor's (or its subcontractors, if applicable) employ.

4.3.3 All agents and Employees of Contractor and their Subcontractors shall wear identification badges provided by Contractor at all times that they are on Owner's property. The identification badge shall display the company name and telephone number and the employee name.

4.3.4 Contractor agrees that should consultants provide any estimating or scheduling assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities shall in no way relieve Contractor of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

ARTICLE 5: CONTRACT DOCUMENTS

5.1 The Contract for General Construction Services (Contract) is comprised of the following:

This Agreement, including all attached documents, appendices and addenda;

Special conditions, if any;

Bid submitted by Contractor and accepted by Owner;

The Drawings, Specifications, and all Addenda now existing or issued hereafter;

Any amendments or addenda executed by Owner and Contractor hereafter;

Approved Change Order(s) or field orders; and

Additional documents listed hereafter, if any:

Documents not contemplated in this Article do not, and shall not, form any part of this Contract.

5.2 Owner shall furnish Contractor with 3 sets of drawings and specifications and one CD-ROM with drawing and specification files in PDF format. Any additional copies of the Contract Documents required
by Contractor for execution of the Project shall be made by Contractor at its cost and expense from the reproducible sets, or electronic media furnished by Owner.

5.3 Architect shall prepare documents for the Project, including the plans and specifications, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Project. Owner makes no representation or warranty to Contractor concerning such documents. Contractor represents that it has not relied, and will not rely, upon any representations or warranties by Owner concerning such documents, as no such representations or warranties exist.

5.4 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract for General Construction Services, the following shall control: As between figures given on plans and scaled measurements, the figures shall govern; As between large-scale plans and small-scale plans, the large-scale plans shall govern; As between plans and specifications, the requirements of the specifications shall govern; As between this document and the plans, specifications, general conditions or general requirements, this document shall govern.

5.5 Shop drawings and other submittals from Contractor or its Subcontractors and Suppliers do not constitute a part of this Contract for General Construction Services.

ARTICLE 6: SCOPE OF PROJECT

6.1 Contractor shall provide all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and any and all other facilities necessary for the proper execution and completion of the scope of the Project per all of the terms and conditions of this Contract. The general nature of the scope of Project that Contractor is to complete is briefly described as follows:

6.1.1 See Exhibit A – Scope of Work

ARTICLE 7: COMPENSATION FOR CONTRACTOR

7.1 Owner shall pay Contractor, as full and complete payment for the General Contractor's timely and complete performance of its obligations hereunder, payment based on the cost of the work plus a fee which will be converted to a Guaranteed Maximum Price (GMP) upon substantial completion of the contract documents.

7.2 Within fourteen (14) days after execution of this Contract, Contractor shall prepare and present to Owner’s Representative and Architect, Contractor’s Cost Loaded Schedule per the Specifications. It shall be presented in the format, and with such detail and supporting information, specified in this Contract. Contractor shall not artificially inflate any element of its Cost Loaded Schedule. Upon Architect’s acceptance, the Cost Loaded Schedule shall be used as back-up to process and pay Contractor’s requests for payment. The Cost Loaded Schedule shall not be changed without written change order authorized by Owner.

7.3 Within thirty (30) days after receipt by Owner of Contractor’s approved invoice, Owner shall pay Contractor ninety percent (90%) of the amount approved by Architect, withholding the balance as retainage, unless there is a dispute about the amount of compensation. The thirty (30) days after receipt of the approved invoice is defined as the Payment Date.

7.4 This paragraph intentionally left blank.

7.5 At least every thirty (30) days after commencement of performance, but no more frequently than once a month, Contractor shall submit invoices to Architect on AIA Documents G702 and G703 (Application and Certificate for Payment) requesting payment for labor and services rendered during the preceding thirty days. Each invoice shall contain such detail and be backed up with supporting information Architect requests and shall at a minimum state:
7.5.1 Projected total Contract Amount (listed as the Bid Amount);

7.5.2 Amount due for labor, materials and equipment incorporated into the Project; and with respect to amounts invoiced for materials or equipment necessary for the Project and properly stored at the Site (or elsewhere if offsite storage is approved in writing by Owner), be accompanied by written proof that Owner has title to such and that such material and equipment is fully insured against loss or damage;

7.5.3 A breakdown of the various phases or parts of the Project as related to the Contract Amount;

7.5.4 The value of the various phases or parts of the Project actually performed;

7.5.5 Previously invoiced amounts and credit payments made;

7.5.6 The total amount due, less the amount of retainage;

7.5.7 And shall also have attached such lien waivers (partial or final) and other documentation verifying Contractor's payment to subcontractors and suppliers.

7.6 Architect will review Contractor's applications for payment, including such accompanying data, information and schedules as the Contract requires, to determine the amounts due Contractor, and based on such review, together with its inspections of the Project, shall authorize payment by Owner to Contractor in writing. Such authorization will constitute Architect's certification to Owner that:

7.6.1 The Project described in Contractor's invoice has progressed to the level indicated and has been performed per the Contract;

7.6.2 All necessary and appropriate lien waivers have been submitted;

7.6.3 The amount requested is currently due and owing to Contractor.

7.7 Architect's approval of Contractor's invoice shall not preclude Owner from exercising any of its remedies under this Contract. In the event of a dispute, payment shall be made on or before the Payment Date for amounts not in dispute, subject to any reductions made by Owner. Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Contractor due to:

7.7.1 Contractor's failure to perform the work required per this Contract;

7.7.2 Contractor's failure to correctly and accurately represent the Project performed in a payment request, or otherwise;

7.7.3 Contractor's performance of the Project at a rate or in a manner that, in Owner's opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;

7.7.4 Contractor's failure to use funds paid Contractor by Owner, to pay Contractor's Project-related obligations including, but not limited to, Contractor's subcontractors, materialmen, and suppliers;

7.7.5 Claims made, or likely to be made, against Owner or its property;

7.7.6 Loss caused by Contractor or Contractor's subcontractors, or suppliers;

7.7.7 Contractor's failure or refusal to perform any of its obligations to Owner.

7.8 If after thirty (30) days from the Payment Date, Owner without cause fails to pay Contractor
amounts then due to Contractor, Contractor shall have the right, in addition to all other rights and remedies contained herein, to cease performance of work on the Project until receipt of proper payment after first providing thirty (30) days' written notice to Owner of its intent to cease work.

7.9 All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and / or the final payment. If any invoice contains a defect or impropriety which would prevent payment by the Payment Date, Owner shall notify Contractor in writing of such defect or impropriety. Any disputed amounts determined by Owner to be payable to Contractor shall be due thirty (30) days from the date that the dispute is resolved.

7.10 Interest shall accrue on amounts owed by Owner to Contractor which remain unpaid thirty (30) days following the Payment Date, as defined in Article 7.3. Said interest shall accrue at the discounted ninety-day U.S. Treasury bill rate as established by the Weekly Auction and as reported in The Wall Street Journal on the weekday following each such Weekly Auction.

7.10.1 No interest shall accrue when payment is delayed because of a dispute between Owner and Contractor, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage which is withheld to assure performance of this Contract.

7.11 Contractor expressly warrants and guarantees to Owner that:

7.11.1 Title to all goods, materials, equipment and systems covered by an invoice will pass to Owner by incorporation into the Project or on receipt of payment by Contractor, whichever occurs first;

7.11.2 All goods, materials, equipment and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances;

7.11.3 No goods, materials, equipment or systems covered by an invoice have been acquired by Contractor, or its subcontractors or suppliers, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by Contractor, or its subcontractors or suppliers.

7.12 The signature of Contractor on any invoice constitutes Contractor's certification to Owner that Contractor's services listed in the invoice have progressed to the level indicated and have been performed as required by this Contract, Contractor has paid its subcontractors and suppliers their share of all payments received from Owner; and the amount requested is currently due and owing.

7.13 Contractor shall incorporate into the Contract Amount, and shall pay, all taxes for goods, materials, equipment and systems incorporated into the Project which were legally required at the time of execution of this Contract, whether or not the taxes are yet effective or merely scheduled to go into effect. Contractor shall secure, defend, protect, hold harmless, and indemnify Owner from and against any and all liability, loss, claims, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against Owner by any taxing authority with respect to such taxes. Contractor shall cooperate with and assist Owner in securing qualified refunds of any sales or use tax paid by Owner or Contractor on goods, products, materials, equipment or systems. Any refund secured shall be paid to Owner.

7.14 Upon receipt of payment from Owner, Contractor shall pay its subcontractors and suppliers out of said payment, the amount to which each entity is entitled, reflecting percentages actually retained from payments to Contractor on account of such entity's portion of the work. Owner shall have no obligation to pay Contractor's subcontractors or suppliers. Owner reserves the right to make payment jointly to Contractor and to any of its subcontractors or suppliers if Owner becomes aware that Contractor fails to pay any of those entities. Such joint check procedure, if employed by Owner, shall create no rights in
favor of any person or entity beyond the right of the named payees to payment of the check and shall not commit Owner to repeat the procedure in the future.

7.15 Prior to being entitled to receive final payment, Contractor must achieve Final Completion per Article 18. Owner shall, subject to its rights set forth above in this Article, make final payment of all sums due Contractor within thirty (30) days from Architect’s execution of a final approval for payment.

ARTICLE 8: PERSONNEL, SUBCONTRACTORS, AND SUPPLIERS

8.1 Contractor shall promptly inform Owner in writing of the reasons for, and the names and qualifications of, personnel replacements. Owner may request rejection of any proposed replacement.

8.2 Contractor should not use any Subcontractor or Supplier to which Owner raises a reasonable, timely objection; and shall promptly inform Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacements. Owner may request rejection of any proposed replacement.

8.3 Contractor shall staff the Project with qualified individuals and entities. Contractor’s Representative will serve as its primary communication contact with Architect. Contractor shall employ persons and subcontractors and suppliers skilled in the tasks assigned to them and capable of working harmoniously with all other individuals on the Project. Contractor shall immediately remove, for the duration of the Project, any person who is incompetent, careless, or not working in harmony.

8.4 Contractor shall enter into written contracts with its subcontractors and suppliers, consistent with this Contract. Contractor shall include in its written contracts with its subcontractors and suppliers a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable requirements of this Contract that are included by reference in its written contract with Contractor, and that it will abide by those requirements. Said contracts shall preserve and protect the rights of Owner and include the acknowledgment and agreement of each subcontractor or supplier that Owner is a third-party beneficiary of the contract. Contractor’s agreements with its subcontractors and suppliers shall require that if of default under, or termination of, this Contract and upon request of Owner, Contractor’s subcontractors and suppliers will perform services for Owner.

8.5 Contractor shall promptly resolve claims, complaints, labor disputes and disputes over assignment of Project tasks by and among its subcontractors and suppliers.

ARTICLE 9: BONDS

9.1 Contractor shall purchase payment and performance bonds. Each bond shall: be in a form approved by Owner; incorporate by reference the terms of this Contract; be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of July 30, 1947 (61 Stat. 646, as amended; 6 U.S.C. 6-13); be executed by a company licensed and authorized to do business in the state of Georgia; and be accompanied by a power of attorney certifying that the persons executing the bond have the authority to do so.

9.2 Contractor shall deliver bonds and powers of attorney to Owner prior to commencement of the work. The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).

ARTICLE 10: CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

10.1 Contractor shall complete its obligations using its best skill and attention, and furnish management, supervision, coordination, labor and services which expeditiously, economically and properly complete the work per the Contract Documents and this Contract; and per the standards in the middle Georgia area for projects similar in size, complexity and cost to this Project.
10.1.1 All services rendered by Contractor for the Project shall be performed by or under the immediate supervision of persons possessing expertise in the discipline of the service being rendered.

10.1.2 Contractor shall cooperate and communicate with Owner and all other persons or entities as required for satisfactory completion of the Project.

10.1.3 In the event that the Project is part of a larger overall project which may include the construction of other structures or other construction activities on the same Site, Contractor shall not interfere with the construction of other structures on the Site.

10.1.4 Contractor shall not damage, endanger, compromise or destroy any part of the overall project or the Site, including without limitation, work by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures. In case of violation by Contractor, it shall be exclusively responsible for all costs associated with any repairs required to bring the condition back to the original state prior to the damage.

10.2 Contractor shall: Comply with all applicable laws, codes, rules, regulations and lawful orders of all governmental, public authorities and agencies having jurisdiction over the Project; obtain all necessary governmental approvals and permits, including building permits; and give all notices required of it by governmental authorities relating to the Project.

10.3 Contractor shall be solely responsible for Project safety and have sole control over the means, methods, techniques, sequences and procedures for coordinating and constructing the Project, including Site safety and safety precautions and programs. Contractor shall maintain detailed records of safety related precautions and activities.

10.4 Contractor shall maintain at the Site one accurate, updated copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications. As-built drawings shall be available at all times to Owner, Architect, Owner’s Representative, Owner’s Consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and Contractor shall include such supplementary notes and details necessary to clearly and accurately represent as-built construction.

10.5 Contractor shall not: Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled; give any governmental, public official having any authority or influence over the Project, any payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised; offer nor accept any bribes or kickbacks in connection with the Project; without the express written permission of Owner, call for or by exclusion use any subcontractor, consultant, product, material, equipment, system, process or procedure in which Contractor has a direct or indirect proprietary interest.

10.6 Contractor shall use a quality management program to insure quality construction. Unless otherwise specified in this Contract, Owner shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Contract Documents. Contractor shall arrange for tests and inspections, without any interference with the progress of work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of work.

10.7 Contractor shall immediately notify Architect in writing of the details of all incidents which may adversely affect the work.

10.8 Contractor shall immediately notify Architect in writing of information regarding environmental contamination on the Site. Contractor shall immediately stop performance of work affected by or affecting such contamination; secure the contaminated area against intrusion, not disturb or remove the contamination, and take any other steps necessary to protect life and health.
10.9 Contractor shall perform the work so as not to interrupt any operations of Owner on the Site. Owner may need certain areas of the Site prior to Substantial Completion. Such occupancy, access or use shall not constitute Owner's acceptance of any Project. Contractor shall not enter any Owner-occupied area unless first approved by Owner. Owner may incur damages if Owner's operations on the Site are interrupted or impaired as a result of the work.

10.10 Contractor shall provide and pay for water, gas and electrical connections and services at the Site through Substantial Completion.

ARTICLE 11: GOODS, PRODUCTS AND MATERIALS

11.1 Contractor shall furnish goods, products, materials, equipment and systems which: comply with this Contract; conform to applicable specifications; are new (unless otherwise specified or permitted) and without apparent damage; are of quality equal to or higher than that required by the Contract Documents; are free from defects.

11.2 All goods, products, equipment and systems shall be installed, employed and protected in strict compliance with the instructions of the manufacturer, unless such instructions deviate from accepted construction practices, or the Contract Documents, in which case Contractor shall so inform Architect and shall proceed as directed by Architect.

11.3 Contractor shall inform Owner of goods, products, equipment or systems which are unsuitable or unavailable at the time of bid submission, and claims relating to claims that goods, products, equipment or systems are unsuitable or unavailable shall not be entertained unless Contractor, subcontractor, or supplier notified Owner in writing at the time of bid submission, along with proposed alternatives. Should Contractor furnish alternatives which require supplemental materials or installation procedures different from the specified items, Contractor shall provide such at no increased cost to Owner.

11.4 Contractor shall provide security for the Project, only if there are terms separately agreed upon in writing with the Owner, until Final Completion.

ARTICLE 12: SUBMITTALS

12.1 Contractor shall include a schedule for all submittals per Article 9 with all submittals required by each section of the specifications, in a format acceptable to Architect, and set forth dates for submission.

12.2 Contractor shall in timely fashion review, approve if appropriate, and forward submittals to Architect for review and approval along with such detail and information as Architect requires. No part of the work requiring a submittal shall be fabricated or performed until such approval has been given.

12.3 Architect will verify that the submittals comply with the Contract. Architect will review and approve, reject or take other appropriate action on submittals within 20 days, and will not approve any submittals unless such submittals conform to this Contract. Architect's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should not comply with the Contract Documents.

12.4 If Architect makes any changes which will require a change in the contract amount, Contractor shall follow the change procedures in this agreement, prior to performing the work. If Architect does make a change on the approved submittals, and Contractor proceeds with the work prior to receiving a change order to the Contract, Contractor waives further compensation for the change.

12.5 All work shall be performed per approved submittals. Approval of submittals by Architect does not relieve Contractor from complying with this Contract, except as modified by Change Order.
ARTICLE 13: CONTRACTOR'S QUALITY ASSURANCE

13.1 Contractor shall inspect and promptly reject any work which does not conform to the Contract Documents; or which does not comply with any applicable law, building code, rule or regulation of any governmental, public authorities and agencies having jurisdiction over the Project.

13.1.1 Contractor shall promptly correct all rejected work at its cost, including additional testing and inspections and compensation for all services and expenses necessitated by such correction.

13.1.2 Contractor shall pay for correcting destroyed or damaged work caused by Contractor's correction or removal of rejected work.

13.2 If a portion of the work has been concealed, Contractor shall, if notified to do so by Architect, uncover the designated portion for observation and then replace it.

13.2.1 If work was concealed contrary to the request of Architect, or to requirements in the Contract Documents, Contractor shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.

ARTICLE 14: CHANGES TO THE PROJECT

14.1 This Contract cannot be changed except by written documents signed by the parties.

14.1.1 Changes shall be by Change Order. Contractor shall prepare and submit change order request proposals to Architect. Contractor shall promptly review and respond to change order requests submitted by Architect. When requested, Contractor shall submit to Architect drawings, specifications or other data in support of a change order request. Each change order request proposal shall include time and monetary consequences associated with the proposed change.

14.1.2 Architect does not have authority to order changes to the Project that involve changes in cost or time, without Owner's written permission. Architect, without Owner's prior approval, may by written field order authorize or direct Contractor to make minor changes, consistent with the intent of the Contract Documents and which do not involve a change in Project cost, time, scope, or approved design elements. Contractor shall promptly carry out such changes. Neither compensation nor schedules can be changed by implication, oral agreement, or unwritten changes.

14.2 Owner may unilaterally direct Contractor to implement changes in the Project if the work Owner is requiring is not outside of the general scope of this Contract, and Contractor, upon written direction from Owner, shall proceed with such change.

14.2.1 Architect will administer and manage all change orders and prepare required supporting data.

14.3 Any change in the Contract Amount from a Change Order shall be determined as follows:

14.3.1 The change in the Contract Amount shall be set forth in the Change Order; such change shall be initiated by both parties. The General Contractor and subcontractors shall be entitled to mark-up(s) for direct job site overhead, profit, and additional general conditions as a result of changed or extra Work in an amount not to exceed a combined total of 15%. The General Contractor shall determine a reasonable apportionment of the total mark-up by percentage between the General Contractor and the subcontractors, not to exceed a combined total of 15%, and shall notify the Owner of such determination. Insurance and bond premiums shall be added on top of the 15% combined total markup.

14.3.2 Alternatively, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved. Such shall include a component for overhead and
profit calculated as described above. Any such costs or savings shall be documented in the format and with such content and detail as Architect requires.

14.3.3 This paragraph intentionally left blank.

14.4 Contractor shall obtain the best possible price quotations, review such to ascertain whether they are reasonable, prepare an itemized estimate with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the work, and provide a reasonable price quotation to Architect. If Architect determines that the change order request is unreasonable, Contractor shall provide additional back-up. If Architect still determines that the quotation is unreasonable, Owner may require the Project be performed on a time and material basis.

14.5 Upon receipt of a field order or change order, changes in the work shall be promptly performed.

14.6 If there is a dispute about a change order, the change shall be carried out if Owner so directs. Contractor shall notify Owner in writing prior to performance of the work and recite the reasons for its dispute in the written notice. Failure to notify Owner in writing shall constitute a waiver of any claim resulting from the change.

14.7 If a change order request is approved by Owner in the absence of an agreement as to cost, time, or both, Architect will receive and maintain all documentation, examine such documentation, take such other action as may be reasonably necessary or as Owner may request, and make a recommendation to Owner concerning any appropriate adjustment.

14.8 The execution of a Change Order by Contractor is Contractor’s agreement to the ordered changes in the work, the Contract Amount and the time for performance. Contractor, by executing the Change Order, waives any claim for additional time or compensation related to the Change Order.

14.9 Contractor’s execution of the Change Order is Contractor’s warranty to Owner that the Surety has been notified of, and/or consents to, such Change Order.

ARTICLE 15: CLAIMS AND LIENS

15.1 Contractor shall immediately notify Architect and Owner in writing of liens or claims against Owner, Owner’s Representative, Architect, Contractor or any subcontractor or supplier or against the Project.

15.2 Contractor shall obtain the prompt discharge of any liens or claims if Owner has paid Contractor for the work giving rise to the lien. If any such lien or claim is not released by the claimant, Contractor shall, within fourteen (14) days after request and at its own cost, promptly obtain release of, or indemnity for, such lien or claim with the requisite bond. If Contractor fails to do so, Owner may pay all sums necessary to obtain such release, and Contractor shall bear all such expenses incurred by Owner.

15.3 All Contractor claims against Owner shall be initiated by a written claim submitted to Owner and Architect no later than ten (10) days after the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim. If Contractor fails to make such claim as required in this Article, the claim shall be waived. Contractor shall continue performance hereunder regardless of claims by Contractor.

15.4 In connection with any claim for compensation in excess of the Contract Amount, any liability of Owner for Contractor’s cost shall be strictly limited to direct cost incurred by Contractor and shall in no event include indirect cost or consequential damages of Contractor. Owner shall not be liable to Contractor for claims of third-parties, including subcontractors, unless and until liability of Contractor has been established in a court of competent jurisdiction.
15.5 If Contractor is delayed in performing any task which is then critical, or during the delay becomes critical, as the sole result of an act or omission by Owner or someone acting in Owner's behalf, or by Owner-authorized Change Orders, or Acts of God, the date for achieving Substantial Completion, or, as applicable, Final Completion, shall be appropriately adjusted by Owner upon the written claim of Contractor to Owner and Architect. A task is critical within the meaning of this Article only if a delay in performing such task will delay the ultimate completion of the Project.

15.6 The date for Substantial Completion or Final Completion will not be extended due to bad weather (excepting bad weather which precludes access to the project site) after the Project is enclosed or for normal bad weather. Unless agreed upon otherwise in an addendum hereto, the time for Substantial Completion as stated in the Contract includes an allowance for Working days (Monday through Friday) on which Contractor agrees that he may expect to lose Working days due to bad weather, per the following table, on Work to be performed out-of-doors.

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<td>December</td>
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At the time the Project is enclosed, if the total accumulated number of Working days lost due to weather exceeds the total accumulated number derived from the list above, time for completion shall be extended by such excess. No change in the Contract Amount will be authorized because of adjustment of contract time due to weather.

ARTICLE 16: SUBSTANTIAL AND FINAL COMPLETION

16.1 Substantial Completion of the Project occurs when a Certificate of Substantial Completion has been issued by Architect, and the required documentation has been produced. The date of Substantial Completion will fix the commencement date of warranties and guaranties and allocate between Owner and Contractor responsibility for security, utilities, damage to the work and insurance.

16.2 When Contractor believes the Project is substantially complete, Contractor shall notify Architect that the Project is ready for a Substantial Completion Inspection.

16.3 Prior to the Substantial Completion inspection, Contractor shall prepare and furnish to Architect a letter requesting a Substantial Completion inspection, which at a minimum must: provide a blank line for entry of the date of Substantial Completion; include a list of items to be completed or corrected and the time in which the items will be completed or corrected and cost to do so; and provide signature lines for Owner, Contractor and Architect.

16.4 Upon receipt of notification from Contractor, Architect will coordinate with Owner's Representative, their Consultants, and Contractor on a date for inspection of the Project.

16.5 During the inspection, Architect will: inspect the Project; provide a list of items to be completed or corrected; and determine, in consultation with Owner's Representative, whether Substantial Completion of the Project has occurred.

16.6 If the Project is determined not to be substantially complete, Contractor shall continue working until the Project is substantially complete and the inspection process shall be repeated at no additional cost to Owner until the Project is substantially complete.

16.7 On the date of Substantial Completion, Contractor shall deliver to Architect permits, the certificate of occupancy, and other necessary and customary documents and items required for Owner's occupancy.
and use of the Project for its intended purpose. Architect will obtain and review Substantial Completion
documentation and items, and inform Contractor of any deficiencies.

16.8 Owner, Contractor and Architect shall then sign the Certificate of Substantial Completion
establishing the actual date of Substantial Completion. The Certificate of Substantial Completion shall
also include a list of and timeline for the completion of items needing completion and correction.

16.9 Final Completion of the Project shall occur when the Project passes a Final Completion Inspection
and Contractor has produced all required close-out documentation and items. Final Completion shall not
occur and no final payment shall be due Contractor or any of its subcontractors or suppliers until the
Project has passed the Final Completion Inspection and all required Final Completion close-out
documentation and items have been submitted to Architect.

16.10 When Contractor believes that the Project is finally complete, Contractor shall notify Architect that
the Project is ready for a Final Completion Inspection.

16.11 Upon receipt of such notification from Contractor, Architect will coordinate with Owner's
Representative and Contractor and schedule a date for inspection of the Project to determine whether
the Project is finally complete.

16.12 At the Final Completion inspection, Architect will: inspect the Project; determine whether all items
on the list included with the Certificate of Substantial Completion have been satisfactorily completed and
corrected; determine whether the completed Project complies with this Contract and—to the best of
Architect's knowledge, information, and belief—all applicable laws, codes, rules or regulations. Architect
shall determine whether the required inspections and approvals by the local building officials have been
satisfactorily completed; and determine, in consultation with Owner's Representative, whether the Project
is finally complete.

16.13 If the Project is not finally complete, Contractor shall complete the Project, and the inspection
process shall be repeated at no additional cost to Owner, until the Project is finally complete.

16.14 On the date of Final Completion, Contractor shall deliver to Architect the following Final
Completion close-out documentation and items:

16.14.1 All operating, maintenance, and instruction manuals not previously produced during Substantial
Completion and required maintenance stocks;

16.14.2 At least 1 set of as-built drawings and markups and at least 1 CD of final, as-built drawings;

16.14.3 Certification and affidavit that all insurance required of Contractor beyond final payment, if any, is
in effect and will not be canceled or allowed to expire without notice to Owner;

16.14.4 Written consent of the surety to release final payment;

16.14.5 Full, final and unconditional waivers of mechanics or construction liens, releases of Contractor's
trust fund or similar claims, and release of security interests or encumbrances on the Project property
from each contractor, subcontractor, supplier or other person or entity who has, or might have a claim
against Owner or Owner's property;

16.14.6 Full, final and unconditional certification and affidavit that all of Contractor's obligations to
contractors, subcontractors, suppliers and other third parties for payment for labor, materials or
equipment related to the Project have been paid or otherwise satisfied;

16.14.7 All written warranties and guarantees relating to the labor, goods, materials, equipment and
systems incorporated into the Project, endorsed, countersigned, and assigned as necessary;
16.14.8 All affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of Project;

16.14.9 A list of any items due but unable to be delivered and the reason for non-delivery;

16.14.10 Any other documents reasonably and customarily required or expressly required herein for full and final close-out of the Project.

16.15 Architect will review and determine the sufficiency of all items required for Final Completion, and will immediately inform Contractor about any deficiencies and omissions.

**ARTICLE 17: CONTRACTOR’S WARRANTIES AND GUARANTEES**

17.1 In addition to the warranties and guarantees elsewhere in this Contract, Contractor shall promptly correct all failures or defects in the Project for 1 year after Substantial Completion.

17.1.1 Owner’s Representative and Contractor shall jointly schedule and participate in a walk-through inspection of the Project one (1) month prior to the expiration of the one (1) year warranty period, and shall notify Architect and any required subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The walk-through inspection will be to determine if there are any defects or failures which require correction.

17.1.2 Should Contractor fail to promptly correct any failure or defect, Owner may take whatever actions it deems necessary to remedy such, and Contractor shall promptly reimburse Owner for any expenses or damages it incurs as a result of Contractor’s failure to correct the failure or defect.

17.2 In addition to the warranties and guarantees elsewhere herein, Contractor expressly warrants and guarantees to Owner:

17.2.1 The work complies with the Contract and all applicable laws, codes, rules and regulations.

17.2.2 That all goods, materials, equipment and systems in the Project conform to the Contract;

17.2.3 That all management, supervision, labor and services required shall comply with this Contract.

17.3 Contractor shall require that all of its subcontractors and suppliers provide written warranties, and guarantees to Owner and Contractor per the Contract.

17.4 The warranties and guarantees are in addition to all other warranties, express or implied, and shall survive Owner’s payment, acceptance, inspection of or failure to inspect the Project.

17.5 Nothing in Article 19.1 shall establish a period of limitation with respect to Contractor’s obligations under this Contract. Paragraph 19.1 has no relationship to the time within which Contractor’s contractual obligations under this Contract may be enforced, or to the time within which proceedings may be commenced to establish Contractor’s liability.

17.6 All warranty and guarantee obligations shall begin on the actual date of Substantial Completion.

**ARTICLE 18: OWNER’S DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

18.1 Owner shall timely compensate Contractor per this Contract.

18.2 Unless otherwise required to be provided by Contractor in its scope of services, Owner shall secure and pay for all Project testing.
18.3 Owner shall review documents prepared by Contractor in a timely manner and per schedule requirements. Review by Owner shall be solely for determining whether such documents are generally consistent with Owner's intent and shall not relieve Contractor of any of its responsibilities.

18.4 Owner shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project.

18.5 If required for the Project, Owner shall furnish a certified land survey of the site.

18.6 Owner shall pay for the services of a soils engineer or other consultants, when such services are deemed necessary by Architect or Owner's Representative.

18.7 Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement.

18.8 Owner may furnish such legal, accounting, and insurance counseling services as Owner may deem necessary for the Project and such auditing services as may be required to ascertain how, or for what purposes, Contractor has used the monies paid to it under the Construction Contract.

18.9 Owner shall furnish information and approvals required of it expeditiously.

18.10 Owner shall provide Contractor with all written and tangible material in its possession concerning conditions below ground at the Site.

18.11 If the Project involves an existing structure, Owner shall provide Contractor with all available as-built drawings, record drawings, plans, specifications and structure system information.

18.12 Owner will provide Contractor with the Provisional Project Schedule of pertinent Project dates and key milestone dates.

**ARTICLE 19: CONSTRUCTION TIME**

19.1 Time is of the essence in the performance of this Contract, and Owner will incur damages if the Project is not completed on time. The Contractor warrants that the Project shall be Substantially Complete within the Contract Time, provided that there are no unreasonable and unanticipated delays in completion of the design documents, unusual and unreasonable delays in obtaining any approval from a State or local governing agency or authority, or other occurrences which would form the basis for an extension of the Contract Time in accordance with this Agreement. The Contractor shall notify the Owner in writing of any deadline by which the Contractor needs design documents, approvals, or other information sufficiently in advance of such deadline so that any delay can be avoided.

19.2 The Contractor shall perform the services required herein as expeditiously as is consistent with reasonable skill and care for the orderly progress of the Work and as required hereinabove. In the event of any delay in achieving Substantial Completion of the Project resulting from any act or omission of the Contractor or any Trade Contractor, the Contractor shall pay the Owner the sum of five hundred dollars ($500.00) per day for each and every calendar day of such delay in achieving Substantial Completion beyond the Contract Time. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld,
but no longer applicable, as liquidated damages. The term "Substantial Completion" as used in this Agreement shall mean that stage in the progression of the Work, as certified in writing by the Architect, when the Project is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Project and can utilize it for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed Substantially Complete and such partial use and occupancy shall not be evidence of Substantial Completion. All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

ARTICLE 20: CONCEALED AND UNFORESEEN CONDITIONS

20.1 If Contractor encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the Project; or the conditions vary from those indicated by the Contract Documents; and such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in this type of project, Contractor shall within three (3) days after first observance of the conditions, notify Architect before conditions are disturbed and give Architect the opportunity to observe the condition in its undisturbed state. If the conditions differ substantially and cause a material change in Contractor's cost of, or time required for, performance of the work, compensation or time or both will be equitably adjusted. All adjustments in compensation or extensions of time shall be by change order. Change order requests must be made within fourteen (14) days from the date of observation of the changed conditions. Contractor's failure to notify Architect as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

ARTICLE 21: CONTRACTOR'S RECORDS

21.1 Contractor shall contemporaneously prepare substantiating records of all work. Contractor shall retain copies of all written communications, accounting records (including original estimates and estimating sheets, purchase orders and invoices), daily logs, reports, all subcontract files (including proposals of successful and unsuccessful bidders), change order files, written policies and procedures, records necessary to verify direct and indirect costs, and other documents such as plans, specifications, submittals, correspondence, recordings, documents reflecting the unit price of construction and other writings or things which document the work, its design, its cost, and its construction.

21.1.1 Contractor shall maintain such records for seven (7) years after Final Completion. If Contractor receives notice of a dispute or litigation, it shall maintain all such records until final resolution.

21.1.2 Contractor shall make its records available during normal business hours to Owner, its authorized representative(s) or to any state, federal or other regulatory authority, which may inspect, examine, review and copy Contractor's records. Failure by Contractor to supply records shall be reason to exclude the related costs from amounts which might otherwise be due per this Contract.

ARTICLE 22: PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

22.1 All information, documents, and electronic media furnished by Owner belong to Owner, are proprietary and confidential and solely for use on Owner's Project, shall be kept confidential by Contractor, and shall not be used by Contractor on any other project. Owner grants Contractor a limited license to use and reproduce applicable portions of the Contract Documents necessary for the Project. All copies shall bear the statutory copyright notice, if any, shown on the documents.

22.2 All information, documents, and electronic media prepared by or on behalf of Contractor for the Project are the sole property of Owner free of any retention rights of Contractor. Owner has an unconditional right to use such free of any copyright claims, trade secrets or other proprietary rights.

22.3 Contractor shall not disclose information it receives from Owner to any other person or entity except as necessary to allow it to perform its duties under this Contract.
22.4 Contractor shall instruct its employees and agents to regard all information not in the public domain as proprietary and confidential.

22.5 Submission or distribution of documents to meet official regulatory requirements or for other legally required purposes in connection with the Project will not violate Owner’s rights.

ARTICLE 23: INSURANCE REQUIREMENTS

Insurance Requirements

Workers Compensation (WC)
- Bodily Injury by accident $100,000
- Bodily Injury by disease $100,000
- Policy Limits $500,000

Commercial General Liability (CGL)
- Each Occurrence $1,000,000
- General Aggregate $2,000,000

Automobile Liability Combined Single Limit $1,000,000

Property Coverage or Builders Risk Amount per Bid

Additional Insured: Contractor shall add Owner and Architect as an additional insured under the commercial general and automobile policies.

ARTICLE 24: OWNER’S RIGHT TO STOP PROJECT

24.1 If Contractor fails to perform or fails to correct defective work, or persistently fails to carry out the work per the Contract, Owner may order Contractor to stop the work or any portion thereof until the cause for the order has been eliminated to the reasonable satisfaction of Owner. Contractor shall not get an adjustment in Contract time or Contract Amount under this clause. If Owner issues an order to stop work, and Contractor fails within seven (7) days to provide adequate assurance to Owner that the cause of such order will be eliminated or corrected, then Owner may carry out the work with its own forces, or with the forces of another Contractor, and Contractor shall be responsible for the cost of such.

ARTICLE 25: TERMINATION OR SUSPENSION OF CONTRACT

25.1 Owner may terminate this Contract for cause if Contractor materially breaches this Contract by failing to: properly manage or perform work on the Project; supply the Project with sufficient numbers of workers, properly skilled workers, proper materials, or maintain applicable schedules; make prompt payment to subcontractors or suppliers; substantially perform per the Contract; or if Contractor disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project;

25.2 Upon such breach, Owner shall give written notice to Contractor describing the default and requesting cure within 7 days. If Contractor fails to initiate the cure or expeditiously continue such cure until complete, Owner may give written notice to Contractor of immediate termination, and Owner, without prejudice to any other rights or remedies, may take any or all of the following actions: complete all or any part of the Project; contract with others to complete all or any part of the Project; take such other action necessary to correct such breach; take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by Contractor; directly pay Contractor’s
subcontractors and suppliers; require Contractor to assign Contractor's right, title and interest in any or all of Contractor's subcontracts or orders to Owner.

25.3 If Owner terminates and takes possession of materials, tools, construction equipment and machinery on the Site, Contractor's compensation shall be increased by fair payment, by purchase or rental at the election of Owner, for such, subject to Owner's right to recover damages.

25.4 If Owner terminates for cause, and it is subsequently determined by a court that such was without cause, then said termination shall be deemed a termination for convenience per 27.6.

25.5 Contractor may terminate this Contract for cause if Owner materially breaches this Contract by: failing to make prompt payment to Contractor without just cause; disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project; or failing to substantially perform per this Contract. Contractor may then give written notice to Owner setting forth the nature of the default and requesting cure within seven (7) days. If Owner fails within seven (7) days to initiate the cure or expeditiously continue such cure until complete, Contractor may give written notice to Owner of immediate termination.

25.6 Owner may upon fourteen (14) days written notice to Contractor terminate or suspend the Project, in whole or in part, for Owner's convenience and without cause. Contractor shall immediately reduce its staff, services and outstanding commitments to minimize the cost of suspension.

25.7 If this Contract is terminated for convenience or by Contractor, or suspended more than three (3) months, Owner shall pay Contractor for work actually performed prior to the termination. Absent agreement on any additional amount due Contractor, Owner shall pay Contractor as follows:

Reasonable costs incurred in preparing to perform the terminated portion of the Project, and in terminating Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages). Provided, however, that if it appears that Contractor would not have profited or would have sustained a loss if the Project had been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rates of loss, if any.

25.8 If this Contract is terminated by Owner for cause per 27.1, no further payment shall be made to Contractor until Final Completion of the Project. Contractor shall then be paid the remainder of the Contract Amount less all costs and damages incurred by Owner due to the default or Contractor, including liquidated damages as provided for herein. Contractor shall reimburse Owner for any additional costs or expenses incurred.

25.9 Irrespective of the reason for termination or the party terminating, the total sum paid to Contractor shall not exceed the Contract Amount, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of this Contract, and shall in no event include duplication of payment.

25.10 Irrespective of the reason for termination or the party terminating, if this Contract is terminated, Contractor shall, unless notified otherwise by Owner: immediately stop work; terminate outstanding orders and subcontracts; settle liabilities and claims arising out of the termination of subcontracts and orders; transfer title and deliver to Owner such completed or partially completed work, and, if paid for by Owner, materials, equipment, parts, fixtures, information and such contract rights as Contractor has.

25.11 If Contractor fails to file a claim within one (1) year from termination, Owner shall pay Contractor only for services actually performed and expenses actually incurred prior to the effective termination date.
ARTICLE 26: APPLICABLE LAW AND DISPUTE RESOLUTION

26.1 This Contract shall be deemed to be entered into in and shall be interpreted under the laws of the state of Georgia. All legal actions arising hereunder shall be conducted only in the Superior Court of Bibb County or the United States District Court for the Middle District of Georgia.

26.2 In case of any dispute, the parties shall first attempt resolution through negotiation. Then, but not as a condition precedent to any litigation, the parties may upon mutual agreement to do so, in good faith participate in mediation.

26.3 No party to this Contract shall enter into any contract which contradicts the dispute resolution procedures required by this Article.

26.4 Owner and Contractor agree that pending the resolution of any dispute, Owner and Contractor shall each continue to perform their obligations hereunder, including the work on the Project.

ARTICLE 27: DAMAGES AND REMEDIES

27.1 Contractor shall promptly reimburse Owner for any expenses or damages incurred by Owner as a result of: Contractor's failure to substantially perform the work per this Contract; breach of any warranty or guarantee; or other deficiencies or omissions of Contractor. Contractor waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages. Owner is entitled to interest on any amount due from Contractor that remains unpaid thirty (30) days after the amount is deemed due.

ARTICLE 28: MISCELLANEOUS PROVISIONS

28.1 This Contract represents the entire agreement between Owner and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instruments signed by both Owner and Contractor.

28.2 If any part of this Contract, or the application thereof, is determined to be invalid or unenforceable, the remainder shall remain valid and enforceable.

28.3 No provision of this Contract may be waived except by written agreement. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing.

28.4 No failure of Owner to insist on strict compliance by Contractor with any provision of this Contract shall operate to release, discharge, modify, change or affect any of Contractor's obligations.

28.5 This Contract shall inure solely to the benefit of the parties and their successors and assigns, and, except as otherwise specifically provided in this Contract, nothing in this Contract shall create a contractual relationship with, or any rights or cause of action in favor of, any third party.

28.6 All continuing obligations herein shall survive Contract expiration or termination.

28.7 Neither party shall assign any or all of its benefits or obligations under this Contract without the approval of the other party, except assignment solely for security or assignment by Owner to a Related Party of Owner, or except as otherwise specifically provided for in this Contract in case of default. Owner and Contractor bind their successors and assigns to the other party to this Contract.

28.8 Whenever renderings, photos, drawings, announcements, or other illustration or information of the Project are released for public information, appropriate and proper credit for architectural and other services shall be given to Architect and Owner.
28.9 The payment of any sums by Owner shall not constitute a waiver of any claims for damages by Owner for any breach of the Agreement by Contractor.

**ARTICLE 29: INDEMNIFICATION**

29.1 Contractor shall indemnify, defend and hold harmless Owner, Owner’s Representative, their agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, related to Contractor’s performance or failure to perform its obligations and any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting there from and caused by any negligent act or omission of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

29.1.1 Contractor, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any Workers or Workmen’s compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by Owner or Owner’s related parties pursuant to the indemnification provision above.

**ARTICLE 30: CONTRACTOR’S REVIEWS AND EVALUATIONS**

30.1 Contractor acknowledges its continuing duty to review and evaluate the Contract Documents during the work and shall immediately notify Architect of any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in the Contract Documents.

30.2 If Contractor performs work which it knows involves a problem, conflict, defect, deficiency, inconsistency or omission in the Contract Documents without notifying Architect and prior to receiving written authorization from Architect to proceed, Contractor shall be responsible for the consequences of such action.

30.3 The drawings are generally drawn to scale; however, the figured dimensions or notes thereon shall govern. Before ordering any materials or doing any work, Contractor and Subcontractors shall verify all measurements at the Site and then be responsible for the correctness of same. Any discrepancies shall be reported in writing to Architect prior to the work. No extra charge or compensation will be considered due to differences between actual measurements and dimensions indicated on drawings, if such differences do not result in a change in the scope of work or if Architect failed to receive written notice before the work was performed.

30.4 Prior to signing this Contract, Contractor affirms that it has: visited the Site and become familiar with local conditions; reviewed and familiarized itself with the Site survey and any existing structures on the Site, and gathered all other information necessary for a full understanding of the Project; reviewed the record drawings, plans and specifications which are incorporated into the Contract Documents; thoroughly inspected the on-site conditions prior to submission of bid and prior to signing this Contract.

30.5 Claims resulting from Contractor’s failure to familiarize itself with the Site or documents are hereby waived.

**ARTICLE 31: PROHIBITION AGAINST CONTINGENT FEES**

31.1 Contractor by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona
fide employee working solely for him, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 32: EXHIBITS AND ATTACHMENTS

32.1 Attached hereto and incorporated herein as part of this Contract are Exhibit A – Service Addendum, Exhibit B – Request for Qualifications and Proposal No.15-038-CW with attachments.

In witness whereof, each individual executing this agreement is authorized to execute this agreement and further acknowledges the execution of this agreement under seal on the date signed below.

Owner:
Macon-Bibb County

Contractor:
Warren Associates, Inc.

By:

Robert A.B. Reichert, Mayor

C. Warren Selby, Jr., President

Jean S. Howard, Clerk of Commission

Deborah Coleman, Secretary

Date of Signature

Date of Signature
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES:

4th Floor Civil/Magistrate Court (approx. 9,987 SF)

Renovation of former Bibb County Administrative Offices and Commission Chambers to provide new offices and courtroom for Civil/Magistrate Court Offices. (space is currently vacant)

Note: Civil/Magistrate Court Offices are currently located on the 1st Floor and will relocate after construction is complete.

Renovation of Former Bibb County Administrative Offices to provide a new Jury Assembly Room. (space is currently vacant)

Note: Jury Assembly is currently located in another space on the 4th Floor and will continue to use their current space until construction is completed.

5th Floor State Court (approx. 16,000 SF)

Renovation of the Grand Office Building to provide offices for the State Court Solicitor. (space is currently vacant)

Renovation of former Juvenile Courtrooms to provide new (partially-finished) State Court Courtroom. (space is currently vacant)

Renovation of current Solicitor and Probation Offices to provide new Judges’ Office Suite. (space is currently occupied)

Renovation of current Clerks’ space and Judges’ Offices to provide additional Clerks’ space. (space is currently occupied)

Note: Work will be phased since portions of the new space are currently occupied.

General

The Scope of Work general includes selective demolition, construction of new walls/ceilings, etc., new finishes, plumbing, mechanical, and electrical work.

Other Courthouse functions will remain open for business throughout the renovation. As the work may affect other areas of the building that remain open, the project scheduling may be affected to accommodate normal business operations.

Security of workers entering the building will be of utmost importance.

A secured means of delivering materials into the building will be of utmost importance.
TERM: To be determined during pre-construction.

COMPENSATION: Total compensation paid by the County pursuant to this Agreement shall not exceed $47,500.00.

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.

COUNTY:

MACON-BIBB COUNTY

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

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

INDEPENDENT CONTRACTOR:

WARREN ASSOCIATES, INC.

By: ____________________________ ____________________________
    C. Warren Selby, Jr., President Date

Attested: ____________________________ ____________________________
       Deborah Coleman, Secretary Date
Request for Qualifications and Proposals
to provide
Construction Management-at-Risk Services
to
Macon-Bibb County, Georgia
for
Proposal No. 15-038-CW
Partial Building Renovation
Bibb County Courthouse
601 Mulberry Street / Macon, Georgia 31201
for
Macon Bibb County, Georgia
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   Attachment F – Financial and Legal Stability Statement
   Attachment G – Insurability Statement
   Attachment H – Georgia Security and Immigration Compliance Act Affidavit
I. Request for Qualifications and Proposals

Notice is hereby given that Macon-Bibb County, Georgia, will receive sealed qualifications and proposals in the Purchasing Department, 8th Floor Government Center Annex, 682 Cherry Street, Macon, Georgia, until 12:00 NOON, at the time legally prevailing in Macon, Georgia on Thursday, March 5, 2015, for Construction Management-at-Risk Services for the partial renovation of the Bibb County Courthouse / 601 Mulberry Street, Macon, Georgia, for the "PARTIAL BUILDING RENOVATION OF THE BIBB COUNTY COURTHOUSE".

LATE OR UN-SIGNED PROPOSALS WILL NOT BE ACCEPTED.

The names of responding firms will be publicly opened and read in the Macon-Bibb County Procurement Department Conference Room at 682 Cherry Street, 8th Floor, Macon GA, 31201 on Thursday, March 5, 2015, at 2:00 P.M.

Qualification and Proposal documents may be examined and obtained at the office of the Architect, BTBB Inc., 609 Cherry Street, Suite A / Macon, Georgia 31201 / Phone (478) 742-1208.

- At designated dates and times, the building and area affected by the work of this project will be open for interested respondents to visit.

- Qualification and Proposal documents will be provided by the Architect on CD-ROM in PDF format to interested respondents upon payment of fifty dollars ($50). Interested respondents are responsible for all charges associated with shipping Qualification and Proposal documents.

- The CD-ROM(s) provided by the Architect contain Existing Conditions floor plans and Schematic floor plans for this project. Interested respondents shall examine all Qualification and Proposal documents carefully in order to prepare a complete response to this request.

- All parties receiving CD-ROM(s) are deemed by receipt to acknowledge the Architect's copyright to the documents contained on the CD-ROM(s). The documents may be used only for the purpose of preparing a response to this request for Qualifications and Proposals. Use of these documents for any other purpose is not permitted under any circumstances.

- A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD ON FRIDAY, FEBRUARY 13, 2015, AT 10:00 A.M. AT THE MACON-BIBB COUNTY GOVERNMENT CENTER ANNEX TRAINING ROOM (11TH FLOOR), 682 CHERRY STREET, MACON, GA 31201.

- Announcement of this Invitation for Bids may also be posted on the Macon-Bibb County Procurement Page www.maconbibb.us/purchasing and/or the Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100

Responses should be sealed and identified on the outside as “PARTIAL BUILDING RENOVATION OF THE BIBB COUNTY COURTHOUSE” and delivered to:

Macon-Bibb County Procurement Department  
8th Floor Government Center Annex  
682 Cherry Street  
Macon, Georgia 31201  
Telephone: (478) 621-6333

No proposal may be withdrawn for a period of sixty (60) days after time has been called on date of opening of Qualifications and Proposals.

If a contract is awarded, the successful respondent will be required to indemnify, defend and hold Macon-Bibb County, Georgia, harmless from and against all claims, loss, liability, cost and expenses, including attorney's fees, however arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of, or attributable, to the Construction Manager's performance of the contract awarded.

The Owner reserves the right to reject any and all proposals and to waive technicalities and formalities.
II. Project Overview

A. General Project Scope

1. Exterior Work - None
2. Interior Renovation to include:
   a. 5th Floor State Court (approx. 16,000 SF)
      • Renovation of the Grand Office Building to provide offices for the State Court Solicitor. (space is currently vacant)
      • Renovation of former Juvenile Courtrooms to provide new (partially-finished) State Court Courtroom. (space is currently vacant)
      • Renovation of current Solicitor and Probation Offices to provide new Judges’ Office Suite. (space is currently occupied)
      • Renovation of current Clerks’ space and Judges’ Offices to provide additional Clerks’ space. (space is currently occupied).
      Note: Work will be phased since portions of the space are currently occupied.
   b. 4th Floor Civil/Magistrate Court (approx. 9,987 SF)
      • Renovation of former Bibb County Administrative Offices and Commission Chambers to provide new offices and courtroom for Civil/Magistrate Court Offices. (space is currently vacant)
      Note: Civil/Magistrate Court Offices are currently located on the 1st Floor and will relocate after construction is complete.
      • Renovation of former Bibb County Administrative Offices to provide a new Jury Assembly Room. (space is currently vacant).
      Note: Jury Assembly is currently located in another space on the 4th Floor and will continue to use their current space until construction is completed.
   c. General:
      • The Scope of Work general includes selective demolition, construction of new walls / ceilings, etc., new finishes, plumbing, mechanical, and electrical work.
      • Other Courthouse functions will remain open for business throughout the renovation. As the work may affect other areas of the building that remain open, the project scheduling may be affected to accommodate normal business operations.
      • Security of workers entering the building will be of utmost importance.
      • A secured means of delivering materials into the building will be of utmost importance.

B. Project Delivery Method: Construction Manager-at-Risk (CM)

The Project Team will be expected to expedite the completion of the project while maintaining high levels of design, quality and cost control. Project design is in progress, and the successful Construction Manager (CM) will come on board as soon as possible. The design and construction of the project will be coordinated to permit construction to begin prior to the completion of final contract documents for the total project. The CM will be expected to input into the development of the scope of individual construction packages and the number of packages. As soon as possible, final contract documents will be available for each construction package prior to commencement of the work for that package.

C. Project Schedule: To be determined

D. Construction Budget: The preliminary construction budget for the project is approximately $2,000,000, not including abatement, if any, floorcoverings (furnished and installed by the Owner), or contingency.
E. Form of Agreement: The agreement between the Owner and the CM will be a form of agreement where the basis of payment is the cost of the work plus a fee which will be converted to a Guaranteed Maximum Price (GMP) upon substantial completion of the contract documents. Initially, the basis of the contract will be the CM’s fixed prices for Pre-construction Services and CM Fee (as a percentage). Component Change Orders will be incorporated into the contract as individual Construction Packages are priced and agreed to by the Owner. The Project will be “open book” with all savings, including unused contingency, returned to the Owner. Refer to the draft form of Agreement for Construction Management / General Contractor Services (Attachment D).

III. Scope of Services

The Construction Management services shall include a Pre-Construction Phase and a Construction Phase. The CM will provide comprehensive administration and management of all aspects of the construction of the project and will work in concert with the Architect and Owner towards the successful completion of the project on schedule, at or less than budgeted costs, meeting or exceeding standards stipulated by the construction documents, and in adherence with standards required by local authorities and other agencies having jurisdiction.

The CM, either through in-house staff or outside consultant/contractors, will serve as a Construction Manager/Contractor and provide all construction services and activities as necessary for:

1. Pre-Construction Services
2. Bidding and Award Services
3. Construction Services
4. Warranty Services

A. Construction Management Services to be provided generally include:

1. Pre-Construction Phase Services
   Pre-Construction Phase Services shall include, but may not be limited to the following:
   - Validate preliminary construction budget in regard to the approved program; assist with development of final scope of work based on Program requirements and budgetary constraints.
   - Participate in design team meetings and presentations as required to facilitate the design process.
   - Evaluate the design during development; providing analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
   - Evaluate construction documents for constructability, maintainability, potential problems, errors and compliance with the construction budget.
   - Develop a project schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stipulated construction budget.
   - Provide cost estimating, cost management, value analysis, and value engineering services.
   - Provide cost estimating for alternative means, methods, materials or configurations of the design, construction within specific trades, specific systems and individual construction packages.
   - Develop construction budget to be maintained throughout all project phases.
   - Establish final GMP upon substantial completion of documents.

2. Bidding and Award Phase Services
   Any costs associated with Bidding and Award Phase Services should be included in the Respondent’s proposals for Pre-Construction Services or General Conditions. Bidding and Award Phase Services shall include, but may not be limited to the following:
   - Provide input on division of construction activities into separate bid packages.
   - Pre-qualify potential contractors and vendors.
   - Provide a provisional construction schedule for issuance with bid packages.
   - Develop bidding requirements necessary to assure time, cost and quality control during construction.
   - Advertise and distribute bidding documents.
   - Schedule and conduct pre-bid conferences.
   - Monitor bidder activity to insure adequate contractor and vendor participation.
   - Receive and analyze bids for presentation to the project team.
   - Verify adherence of bids with construction budget.
   - Contract with successful bidders for construction.
3. **Construction Phase Services**
   Construction Phase Services shall include, but may not be limited to the following:
   - Develop requirements for safety, quality assurance, and schedule adherence.
   - Maintain on-site staff for construction management.
   - Maintain a system for tracking the timely submittal, review and approval of shop drawings.
   - Coordinate, conduct and document regular construction meetings.
   - Prepare and submit change order documentation for approval of the Architect and the Owner.
   - Maintain on-site records and submit progress reports to Architect and the Owner.
   - Maintain quality control and ensure conformity to contract documents.
   - Administer the construction contract and reconcile the construction budget.
   - Develop and maintain a detailed design and construction schedule indicating methods and sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
   - Document activities associated with the administration, management and construction of the project.
   - On a monthly basis, certify of all work in place and approval of all contractor and vendor payment requests.
   - Develop record documents for presentation to the Owner upon project completion.

4. **Warranty Phase Services**
   Warranty Phase Services shall include, but may not be limited to the following:
   - Resolve remaining "punch-list" items.
   - Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and Owner's final acceptance.
   - Monitor, coordinate and resolve all warranty complaints to the satisfaction of the Owner during the one-year general warranty period.

B. **Architect**
   The Owner has contracted with BTBB inc., to provide all normal and typical Architectural/Engineering Services, to include construction administration services.

IV. **Qualifications - Submittal Format and Requirements**

A. **Qualifications Instructions**
   Any questions regarding this Request shall be submitted by email to Chauncey Wilmore at cwilmore@maconbibb.us, no later than 5:00 P.M. on Friday, February 20, 2015. The Owner will respond to any Respondent’s questions on or before February 25, 2015.

   Qualifications submittals will be received until 12:00 P.M., March 5, 2015, at the following location:
   
   Macon-Bibb County Procurement Department  
   8th Floor Government Center Annex  
   Macon, Georgia 31201  
   Telephone: (478) 621-6333

   Respondents should deliver six (6) original copies of their proposals. It is the sole responsibility of the respondents to assure delivery to the appropriate party; the Owner cannot accept responsibility for incorrect delivery, regardless of reason. No proposal will be accepted after the time stipulated above. Proposals will not be accepted via facsimile.

   It is the responsibility of the respondents to examine the entire Request, seek clarification in writing, and review their proposals for accuracy before submitting a response. Once the deadline has passed, all proposals will be final. The Owner reserves the right to ask for additional information from all parties that have submitted proposals.

B. **Examination of Site**
   Each respondent by making his proposal represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed and that he has read and understands the project documents. Respondents shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
Arrangements to examine the existing building and areas affected by the work must be scheduled through:

Gene Simonds, Director
Facilities Management
1000 Seventh street
Macon, GA 31206
(478) 751-9260

The building will be open for respondents to visit on the following days and times to be provided; however, no one will be available to answer questions.

C. Proposal Format and Requirements
Proposals must meet the requirements of this section to be considered. The response to this Request must be complete; partial or incomplete responses will not be considered. Respondents are required to follow the outline below in their response. Responses should be concise, clear and relevant. Proposals must be on standard 8.5x11" paper with pages numbered. A table of contents, with corresponding tabs should be included to identify each section in the order as shown below. Please include only the information requested in your proposal.

1. Letter of Interest – A letter executed by a principal of the CM firm committing to the requirements specified in this Request. Provide a brief summary of the firm’s experience and capabilities in related endeavors with public agencies. Provide an explanation of what differentiates your team as the best candidate for this project.

2. Description of Firm – Provide basic company information including name of firm; street, mailing and e-mail addresses; phone and fax numbers; along with the name of a primary contact in regard to this submittal. Provide the number of years the firm has been in business, form of ownership and state of residency or incorporation. If the firm has multiple offices, the submittal should include information about the primary office that will perform the work. Describe the firm’s current position in the construction market and briefly describe the firm’s vision or philosophy towards construction management. Describe any litigation experience over the past three (3) years with Owners, Architects, or Subcontractors. List any active or pending litigation and explain.

3. Experience - Provide examples of specific project experience utilizing a CM form of project delivery, including experience relevant to the type of project to be constructed. Describe three to four roughly equivalent projects (similar type of construction and a contract dollar amount) that demonstrate the firm’s capabilities to perform the project at hand. For each project, the following information should be provided: project name, location, dates during which the project was constructed, physical description (square footage, number of stories, site area, etc.), brief description of project services provided by the CM, statement of performance versus owner expectations in the areas of cost, quality and schedule, owner reference and design professional reference.

4. Project Team – Provide qualifications and experience of the following key personnel that you are proposing for this project: principal of the CM firm in charge, senior project manager, project manager, major consultants, cost estimating staff, project manager, construction superintendent, project engineer, etc. Include resumes of key personnel for both pre-construction and construction services. Highlight professional qualifications and relevant individual experience. Provide at least two references for the top three (3) key personnel at each service phase.

Substitutions of key team members will not be allowed without written permission of the Owner.

5. Local Participation, Minority Participation, and Non-Discrimination – Describe your firm’s position or policies in regard to local participation, minority participation, and non-discrimination including the firm’s history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm’s utilization of M/WBE on previous projects. In addition, the CM shall complete and include the Georgia Security and Immigration Compliance Act Affidavit (Attachment B), as noted under Par. 11 below.

6. Safety Information – Submit a copy of your firm’s safety program. Provide a letter on the firm’s insurance company’s letterhead stating the Workers Compensation Experience Modification Factor (EMF) for the past three years. Provide your accident rate for the past three years utilizing the following formula:

Incident Rate = # Injuries / # Total Man Hours

List the contact persons, addresses, and phone numbers for the firm’s insurance carrier and agent.
7. **Financial Information** - Supply financial and main banking references. List the firm’s total annual billings for each of the past three calendar years. What percentage of your firm’s work has been CM projects during the past three years? Has the firm ever failed to complete, or been removed from any project that it has been awarded? The CM selected will be required to provide a 100% performance and payment bond for the entire amount of the cost of construction; confirm your ability to meet this requirement and provide your firm’s bonding rate for a project of this value. List the firm’s percentage mark-up on labor for payroll taxes and insurance.

8. **Pre-Construction Management Plan:**
   - Describe your firm’s proposed organization for the pre-construction management team including principals, project managers, superintendents, cost estimators, etc. who will manage the process.
   - Identify the individual who will be the leader of your pre-construction team and the principal point of contact between your firm and the Owner, the Architect and other consultants.
   - Describe your firm’s approach to pre-construction services.
   - How does your firm implement cost control and scheduling activities during pre-construction?
   - Describe the level of documentation necessary to obtain a GMP for this project.
   - Describe any of your firm’s policies or recommendations for bonding sub-contractors.
   - Describe how your firm intends to arrange the construction into bid packages in order to reach the proposed schedule and budget objectives.
   - Describe how your firm would encourage participation by local contractors and vendors.

9. **Construction Management Plan:**
   - Describe your firm’s proposed organization for the construction management team including principals, project managers, superintendents, cost estimators, etc. who will manage the project.
   - Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect and other consultants. This individual’s competence, leadership and ability to achieve customer satisfaction will be heavily considered in the selection of a CM.
   - Describe your firm’s approach to quality assurance and any quality assurance programs currently in place.
   - Describe your firm’s cost control systems during construction.
   - What type of procedures could your firm implement to insure the prompt and expeditious completion of the punch list and other project closeout activities?

10. **Fee Proposals** - Use the attached Construction Management Fee Proposal Form (Attachment A) to submit fee proposals for the following:
    - Pre-Construction Services – Submit a Fixed Fee ( lump sum dollar value) for Pre-Construction Services as defined in Section III of this request. Fixed Fee shall include overhead and profit for Pre-Construction Services.
    - Fee Proposal – Submit a Fee Percentage (% of construction costs not including Pre-Construction costs) for Construction Manager’s overhead and profit.
11. Other Documents – Submit the following completed documents with the proposal:
   - Attachment B – Bidder Information Form
   - Attachment C – Bidder Qualification Form
   - Attachment D – List of Sub-Contractors
   - Attachment E – Minority Participation Goal
   - Attachment F – Financial and Legal Stability Statement
   - Attachment G – Insurability Statement
   - Attachment H – Georgia Security and Immigration Compliance Act Affidavit

V. Evaluation, Selection and Award

A. General CM Selection Process
   The services being sought under this Request are considered to be professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the respondents that will result in an award that is in the best interest of the Owner. Those qualifications include such things as experience in constructing comparable facilities, local and minority participation plan, construction management plan(s), team experience, and fee proposal. The Owner may, at their discretion, short-list and interview CM firms.

VI. Additional Conditions

The Owner reserves the right to reject any or all Proposals received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the Respondent, for disposition or usage by Bibb County, Georgia at its’ discretion. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposals. Costs incurred in responding to the request for qualifications are the Respondents’ alone and the Owner does not accept liability for any such costs.

Bibb County, Georgia does not desire to enter into “joint-venture” agreements with multiple Construction Management firms. In the event two or more firms desire to “joint-venture”, it is strongly recommended that one incorporated firm become Construction Management firm with the remaining firms being consultant.
Attachment A

Construction Management Fee Proposal Form
(submit in a sealed envelope at end of interview)

I. Pre-Construction Services
For professional consulting services prior to construction commencement, providing cost estimating services, scheduling services, value engineering constructability and related services described in this Request. The fixed fee for Pre-Construction services is inclusive of all incidental and direct expenses including, but not limited to, travel sustenance, reproduction, salaries, wages, office expenses and fees to trade contractors and vendors assisting the construction manager as defined in this Request. Should the Owner not authorize the Construction Manager to proceed with construction, the fee for Pre-Construction Services is the maximum amount the owner is liable to the Construction Manager.

Pre-Construction Services: $ ____________, (________________________ dollars)

II. Construction Manager’s Fee
If authorized by the Owner to proceed with construction, the Construction Manager will execute the work and be reimbursed for the actual costs as defined in the proposed Construction Management Agreement, and a Construction Manager’s fee. The fee shall be submitted as a percentage of the actual construction costs including General Conditions. If the Owner and Construction Manager agree upon a Guaranteed Maximum Price, the Construction Manager’s fee shall be converted to a fixed dollar amount and will include any unpaid Pre-Construction service fees.

Construction Manager’s Fee: ______ % (_______ percent)

Respondent: __________________________________________

Signature: ____________________________________________

Name: ______________________________________________

Title: _______________________________________________
**Attachment B**

**BIDDER INFORMATION**

<table>
<thead>
<tr>
<th>Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
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<tr>
<td>Authorized By (typed or printed name):</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Authorized Signature:</td>
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<tr>
<td>Telephone Number:</td>
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<tr>
<td>Fax Number:</td>
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<tr>
<td>Email Address:</td>
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<tr>
<td>Company’s Web Page:</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Remit to Name:</th>
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<tbody>
<tr>
<td>Remit to Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Contact:</td>
</tr>
<tr>
<td>Tax ID: □ SSN</td>
</tr>
<tr>
<td>Business Type: □ Individual □ Business □ Misc.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Purchase Order Name:</th>
</tr>
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<tbody>
<tr>
<td>Purchase Order Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Contact:</td>
</tr>
<tr>
<td>Payment Terms: Discount _____%</td>
</tr>
<tr>
<td>Freight Terms: Ship Via: _____</td>
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</tbody>
</table>

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

□ African American □ Hispanic □ Native American □ Asian American
□ Disabled □ Veteran □ Woman-Owned □ Not-Applicable
Attachment C

BIDDER QUALIFICATION FORM

Company Name: ______________________________________

Address: ______________________________________

When Organized: ___________ Where Incorporated: ___________

How many years have you engaged in business under the present firm name? __________________________

Credit available for this contract? __________________________

Contracts now in hand? __________________________

Has bidder ever refused to execute a contract at the original bid amount? __________________________

Has bidder ever been declared in default on a contract? __________________________

Comments: ______________________________________

____________________________________

Company Name: ______________________________________

Authorized By (typed name): _______________________

Authorized Signature: ______________________________________

Title: ______________________________________ Date: _______________________

References

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

NAME OF PROJECT/DATE LOCATION CONTACT PHONE #

____________________________________

____________________________________

____________________________________

____________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ______ DAY OF ________, 20____. My Commission Expires: __________________________

__________________________ Notary Public [NOTARY SEAL]
Attachment D

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>
<th>% of Contract</th>
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<tbody>
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Contractor Name
Attachment E

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>
</tr>
</thead>
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</tbody>
</table>

Contractor Name
Attachment F

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

___ 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.

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF ____________, 201__  My Commission Expires: ____________

________________________________________
Notary Public

[NOTARY SEAL]
Attachment G

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: ____________________________________________

Authorized By (typed name): __________________________________

Authorized Signature: ________________________________________

Title: ___________________ Date: _____________________________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF ____________, 201__ My Commission Expires: __________

_________________________________ [NOTARY SEAL]

Notary Public
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: __________________________________________

Name of Contracting Entity: _______________________________________

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.

EEV/E-Verify™ User Identification Number

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

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF ______________, 201

My Commission Expires: ________________________

[NOTARY SEAL]

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
Response to Request for Qualifications and Proposals
to provide Construction Management-at-Risk Services
for Proposal No. 15-038-CW

Partial Building Renovation
Bibb County Courthouse
Response to Request for Qualifications and Proposals
to provide Construction Management-at-Risk Services
for Proposal No. 15-038-CW

Partial Building Renovation
Bibb County Courthouse
A 44 Year History of Cost Effectiveness

<table>
<thead>
<tr>
<th>Project</th>
<th>Guaranteed Maximum Proposal</th>
<th>Final Costs</th>
<th>Savings Returned to Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedestrian Walkway--MCCG</td>
<td>$1,952,410.00</td>
<td>$1,672,410.00</td>
<td>$260,000.00</td>
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<tr>
<td>Center for Ambulatory Services</td>
<td>$23,463,942.00</td>
<td>$23,040,942.00</td>
<td>$423,000.00</td>
</tr>
<tr>
<td>Purple Parking Deck</td>
<td>$11,436,639.00</td>
<td>$11,431,296.00</td>
<td>$5,343.00</td>
</tr>
<tr>
<td>Bibb County Engineering</td>
<td>$755,630.00</td>
<td>$710,399.00</td>
<td>$45,231.00</td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS

1. Letter of Interest
2. Description of Firm
3. Experience
4. Project Team
5. Local Participation, Minority Participation, and Non-Discrimination
6. Safety Information and Logistics Plan
7. Financial Information
8. Pre-Construction Management Plan
9. Construction Management Plan
10. Fee Proposals
11. Other Documents
Thornton Jackson
Juvenile Justice Center
Warren Associates, Inc.
worked with Macon-Bibb to construct this Facility dedicated to serving Bibb County Children and Youth.
Macon-Bibb Courthouse
Warren Associates, Inc.
has completed several
renovations to the
current structure.
Partial Building Renovation of the
Bibb County Courthouse
Page 2

- Our proposed team has completed the renovation of many historic structures in Macon including:
  - Bibb County Courthouse
  - Macon Terminal Station
  - Poplar Street Medical
  - Macon Health Club / City Club
  - Grand Opera House / Annex Building
  - First Baptist Church of Macon (Poplar Street)
  - Vineville Methodist Church
  - Many of these structures are on the “National Historic Register”
  - Macon Exchange Building
  - Thomas Jefferson Building

- Completed over 32 projects in the B, B & T Tower next to the Bibb County Courthouse. These projects required extensive coordination with Bibb County and B, B & T due to access through the common alley. We understand the logistics needed to keep your Alley open.

We are Qualified

- We are a very price competitive company that has completed numerous successful projects with Bibb County. These include:
  - Bibb County Juvenile Justice Center
    * Completed ahead of schedule and below budget.
  - Bibb County Engineering
    * Completed ahead of schedule and saved Bibb County $45,000.00.
  - Central City Park
    * Renovation of the Historic Round Building and Bandstand.
  - Bibb County Tax Commissioners
    * Renovation completed in 2014.

- We have extensive Pre-Construction and Construction Experience for similar projects. You will get our personal attention.
- Our Team is in place and ready to meet your schedule and budget.
- We have a long history of saving our client’s money through value engineering that adds value not compromising the design or quality.
- Long history of keeping projects on schedule and below budget.
- We are committed to Safety
  - Written safety program in field office for each project.
  - Weekly job site safety meetings.
  - Received over 22 State and National Safety Awards in last 12 years.
  - Department of Labor recognized us with “No Time Lost Awards” for past 12 years.
  - Independent Site Inspections to insure compliance.
  - We have a long successful working relationship with the Bibb County Sheriff’s Office.
March 5, 2015

Ms. Nyesha Daley
Director of Procurement
Macon-Bibb County Procurement Dept.
682 Cherry Street
8th Floor
Macon, Georgia 31201

Re: Partial Building Renovation of the Bibb County Courthouse
Macon, Georgia

Dear Ms. Daley:

We very much appreciate the opportunity to provide you with our qualifications for the “Partial Building Renovations of the Bibb County Courthouse”. We are committed to the requirements specified in your Request for Qualifications and Proposals. Below is a summary of our experience/capabilities which differentiates our team as the best candidate for your project. Also please see Tab Number 6 for our Proposed Logistics / Safety Plan.

We are Experienced

- Warren Associates Inc. has completed numerous Jails/Prison projects on campuses where security is the top priority. We are experienced in developing Security/Safety plans for all workers, employees, and visitors as well as developing a secured means of delivering materials. We currently have projects at the Georgia Public Safety Training Center in Forsyth and the Jackson Prison which require high levels of security.
- We have completed three (3) projects for the Federal Bureau of Investigation which required the highest level of security clearance of any client and a detailed plan for material delivery.
- Over the past 44 years our company has renovated numerous Courthouses in Central Georgia including the Bibb County Courthouse. Our first renovation of the Bibb County Courthouse took place in 1976 when the Bibb County Jail was still located on the 5th Floor. We know this building very well.
- Our company completed the last renovation of the 5th Floor Annex Building.

\* BUILDING CONTRACTORS \*

Since 1971
Partial Building Renovation of the Bibb County Courthouse
Page 3

We are Invested
- Based in Bibb County for 44 years.
- Re-investing in our community in order to promote and develop the growth of small businesses, women owned businesses and disadvantaged businesses.
- Long working relationship with Dr. James Bumpus, Director of Macon-Bibb Small Business Affairs.
- Long solid relationship with sub-contractors and suppliers needed for this project.
- Excellent relationships with local agencies such Macon-Bibb County Procurement, Bibb County Engineering, Planning and Zoning, Inspections and Fees, Macon Water Authority, and Macon Bibb Fire Department.

We are excited about the potential of working in the Bibb County Courthouse again and ask that you select us as your Construction Manager at Risk.

Sincerely,
Warren Associates, Inc.

C. Warren Selby, Jr.
President

• BUILDING CONTRACTORS •
Since 1971
Torch Award
Better Business Bureau
For Business Ethics
2003
Description of Firm

Jones County Courthouse interior renovations completed by Warren Associates, Inc.
2. Description of Firm

2.3 “Describe the firm’s current position in the construction market and briefly describe the firm’s vision or philosophy towards construction management.” - Continued

Over the past 15 years, Warren Associates, Inc. has been honored by the Georgia Association of General Contractors with 27 “Build Georgia” awards for excellence in building and renovating Macon projects. In addition, the company has received numerous awards, both state and national, for overall safety on the job. In 2006, Warren Associates was named a finalist in the small business category of the Kennesaw State College - Coles College of Business “Family Business of the Year” award in the small business category. The company also received the 2003 Better Business Bureau’s Torch Award for excellence in business ethics.

We define Construction Management as “The art of directing and coordinating team and material resources throughout the life of a project by applying modern management techniques to achieve predetermined objectives of scope, cost, schedule, and quality.”

We believe “Teamwork” is the key to a successful project. Construction Management allows the Teammates (Owner, Tenants, Architect, Engineers, Construction Manager, and Sub-contractors) to focus on common goals such as Schedule (Time), Budget, and Quality. More ideas equal better solutions by working in harmony.

As your Construction Manager, we will work alongside the Owner, Architect, Tenants, and Engineers to optimize project design, schedule, and cost. We will negotiate a guaranteed maximum cost based on design documents that, although typically incomplete, reflect the anticipated scope of the project, ensuring our cost meets the clients expectations. We also completely bid all trades contracts to ensure our client receives the best price from qualified sub-contractors. Always a team player, we are known for our conceptual strength and skill in flushing out design to field conditions and our continued focus on solving conflicts positively and collaboratively rather than merely cutting costs.

We will become a motivated, committed and loyal team member. We will provide focused personal attention and will share a common vision for your project from initial design concepts and budgets until the facility is in full use.

2.4 “Describe any litigation experience over the past three (3) years with Owners, Architects or Sub-contractors. List any active or pending litigation and explain.”

None / None

Warren Associates, Inc. has not been involved in any litigation with our Owners, Architects, or Sub-contractors over the past three years.
2. Description of Firm

2.1 "Provide basic company information including: name of firm, street, mailing, and e-mail addresses, phone and fax numbers, along with the name of the primary contact in regards to this submittal."

Street Address: 2760 Roff Avenue
Macon, GA 31204
Mailing Address: P. O. Box 6098
Macon, GA 31208
Email: wselbyjr@warrenassociatesinc.com
Telephone #: 478-746-7306
Fax #: 478-746-6118
Primary Contact: C. Warren Selby, Jr.

2.2 "Provide the number of years the firm has been in business, form of ownership and state of residency or incorporation. If the firm has multiple offices, the submittal should include information about the primary office that will preform the work."

Date of Incorporation: April 1971 (44 Years)
Form of Ownership: Corporation
State of Incorporation: Georgia
Corporate Office Located: 2760 Roff Avenue
Macon, GA 31204

2.3 "Describe the firm's current position in the construction market and briefly describe the firm's vision or philosophy towards construction management."

Warren Associates, Inc. will celebrate its 44th anniversary in April of this year. Our company was founded by C. W. Selby, Sr., who remains Chairman of the Board. His son, C. Warren Selby, Jr., who worked for his father while growing up, joined the business in the early 1980's after receiving a Bachelor of Science degree in Building Science from Auburn University. C. Warren Selby, Jr., has served as company President since 1993.

Warren Associates, Inc. focuses on the construction and renovation of historic structures, courthouses, detention facilities, office buildings, facilities for children and youth, and healthcare facilities in the Central Georgia area. The company's quality workmanship and ability to handle complex jobs has created a client base of repeat customers.
Central City Park
Great location for photos now. In the past this location has hosted Presidential speeches. Warren Associates, Inc. worked with Macon-Bibb to bring this structure back to what we think was the original intent and design.
3. Experience

Bibb County Engineering Building Renovation

Location:
780 Third Street
Macon, GA 31201

Dates of Service: June 2012-August 2012

Physical Description:
Square Footage: 14,749 SF
Number of Stories: 1 Story
Site Area: Interior Renovation / Exterior Finishes

Brief Description of Project Services: Warren Associates, Inc. provided full CM services including; Pre-construction, Construction, and Post-construction.

Statement of Performance Versus Owner Expectations:
Cost - We returned over $45,000.00 to the owner at the completion of the project. We also saved thousands by finding creative ways to handle abatement issues.

Quality - Our Quality was confirmed by the receipt of the Build GA Award that is based on meeting cost restraints, schedule, and quality.

Schedule - The Owner’s schedule was met. See the quote from the Owner to the right.

Owner:
Mr. Sam Kitchens
Macon-Bibb County
(478) 808-9218

Design Professional:
Mr. David Richardson
Dunwoody/Beeland Architects, Inc.
(478) 742-5321

"Based on the project's scope and the scheduling required, I did not expect this project to be completed in 8 weeks! I was impressed by the tenacity of the team in getting results; construction meetings were held every Monday morning to set priorities and deadlines for each trade. When it was determined that there was lead in the paint of the exterior façade, I expected delays in the project. You proposed an innovative solution to encapsulate the lead paint with a stucco finish. This change not only kept us on schedule but reduced the overall cost of the project, while giving us a great finish product!"

Sam Kitchens, CEM
Properties Director
Bibb County Board of Commissioners
Georgia Department of Labor

Award of Excellence

Presented to
Warren Associates, Inc.

In Recognition of Exceptional Workplace Safety in 2009

2012

Michael E. Thurmond, Commissioner
Georgia Department of Labor

2011

2010

2009

2008

2007

2005, 2006

GA. Department of Labor
Safety Awards
3. Experience

Emergency Center Renovations


Location:
777 Hemlock Street
Macon, GA 31201


Physical Description:
Square Footage: 38,000 SF
Number of Stories: 2 Stories
Site Area: Inside the existing building footprint

Brief Description of Project Services: Warren Associates, Inc. provided full CM services including; Pre-construction, Construction, and Post-construction.

Statement of Performance versus owner expectations:
Cost - We returned over $300,000.00 to the Owner for the three projects combined.

Quality - Our Quality was confirmed with repeat work and the receipt of Build GA awards for the 2004, & 2012 projects. Build GA Awards did not exist in 1988.

Schedule - The latest renovation was multi-phase centered around main entrance, waiting room, and patient evaluation spaces. Working in your building with file storage in the lower level and the possible early move in of some spaces will not be difficult for us.

Owner:
Dr. Delanor D. Doyle
(478) 256-2827

Design Professional:
Paul Boggs
(478) 972-5385

"Our center is one of only four level 1 trauma centers in the state and one of the busiest, most complex area for patient care. To completely renovate and transform such a place, while continuing to see patients, presents hourly challenges, a process I liken to "changing the tires on a moving car". During this project of over thirty months, Warren Associates brought solutions and high quality workmanship while maintaining good relations and a positive environment for our staff and our community. Despite these challenges, this project was completed in a timely fashion and with the praise of all."

A. Donald Faulk, Jr., FACHE
President / CEO
Central Georgia Health System
3. Experience

Sam Kitchens
Director

Robert Ryals
Assistant Director

Bibb County Board of Commissioners
Building & Properties
P. O. Box 4708
Macon, Georgia 31208
Phone (478) 621-6612

January 28, 2013

Mr. Warren Selby Jr.
Warren Associates, Inc.
2760 Roff Avenue
Macon, Ga. 31208
RE: Bibb County Engineering Renovation

Mr. Selby,

As Properties Director and Owner Representative for Bibb County Board of Commissioners, I was directly involved in the Engineering Renovation through design, construction and closeout of the project. As you know, this project had a very aggressive timeline to complete, with the building remaining occupied for day to day operations; this required some creative scheduling between staff and construction crews. This project began the first week of June 2012 and completed by the first week of August 2012. Based on the project scope and the scheduling required, I did not expect this project to be completed in 8 weeks! I was impressed by the tenacity of the team in getting results; construction meetings were held every Monday morning to set priorities and deadlines for each trade. When it was determined that there was lead in the paint on the exterior façade, I expected delays in the project. You proposed an innovative solution to encapsulate the lead paint with a stucco finish. This change not only kept us on schedule but reduced the overall cost of the project, while giving us a great finish product! The goals for this project were set extremely high from the beginning due to time constraints. The fact this project was completed on time was impressive, but that a savings of more than $45,000.00 was returned to the owner is nothing short of exceptional!

On behalf of the Bibb County Board of Commissioners, I would like to express my sincere appreciation for a job well done! You and your team showed a commitment to excellence, performance and customer satisfaction from the day you stepped onto the site! We are extremely pleased and impressed with your work ethic, your dedication and your workmanship. We look forward to many more projects in the future.

Sincerely,

Sam Kitchens, CEM
Properties Director
Bibb County Board of Commissioners
3. Experience

The Thomas Jefferson Building Renovation -
Georgia College & State University

Location:
433 Cherry Street
Macon, GA 31201


Physical Description:
Square Footage: 30,000 SF
Number of Stories: Renovated Floors 3, 4, & 5
Site Area: Floors 3-5

Brief Description of Project Services: Warren
Associates, Inc. provided full CM services including;
Pre-construction, Construction, and Post-construction.

Statement of Performance Versus Owner
Expectations:
Cost - We returned over $20,000.00 to the owner at
the completion of the multiple projects.

Quality - Our Quality was confirmed by the receipt of
the Build GA Award that is based on meeting cost
restraints, schedule, and quality.

Schedule - as a team we are able to complete the pro-
ject and open in time for classes to start as advertised
prior to construction commencing. We completed
floors 3 & 5 in 2006, then came back in 2008 after the
program started growing to develop the 4th Floor.

Owner:
Mr. Rick Ruark
Georgia College & State University
(478) 445-4467

Design Professional:
Mr. Gene Dunwody
Dunwody/Beeland Architects, Inc.
(478) 742-5321

“In this project, we were faced with several serious
constraints: money, time, and specific design elements
needed for our faculty and students. Warren Associates,
Inc. worked with us in partnership that is rare if ever
exists. They worked diligently on our behalf to get the
project under budget and accomplish our goals.

With a renovation, there are generally many, unpleasant
surprises. Warren Associates had the demolition done as
soon as was feasible to allow for a minimum number of
surprises and they handled each one professionally.
There was excellent communication between all the staff
involved in this project.”

Amy Nitsche
Executive Secretary
GCSU Foundation
3. Experience

The Medical Center
of Central Georgia

January 24, 2012

To The Georgia Branch AGC,

This letter is written to document the exceptional service provided by Warren and Associates on a major remodeling/construction project in the Emergency Center at the Medical Center of Central Georgia. The project commenced on September 1, 2010 and terminated (on schedule) on February 1, 2011. The project entailed turning one half of our waiting space into patient care areas. This was necessary because we had increased greatly our efficiency at moving patients through the Emergency Department (ED) and found that we needed less waiting room space. Despite the increased efficiency it seemed we had reached a plateau still significantly short of our target of patients classified as "Left Without Treatment" (LWOT).

During the project which was done in four major stages, we had weekly meetings to monitor progress and more importantly to address any concerns for patient and employee welfare and safety. I am happy to report no major issues and absolutely no injuries to employees or patrons of MCG. We were able to reorganize and create workarounds in collaboration with multiple departments (IT and communications) under Warren Selby’s leadership- so that at no time did we have to divert patient care from our busy ED. This was due in part to the willingness of the leadership at Warren and Associates and MCG to have construction and maintenance staff do some of the work at very low volume but off peak hours—such as Sam.

The conception and completion of this project has been a key factor (I think) to our success in meeting and surpassing our goals related to ED throughput. We have consistently performed well with these metrics— even on very busy days and during surge problems— including school bus accidents. I am convinced that we would still be trying to figure out what process change is necessary to improve throughput if our Board of Directors had not seen fit to engage Warren and Associates for this very important project. Please let know if I can clarify any information.

Sincerely,

Delano D. Doyle, MD FACEP
Chief Medical Information Officer
Ass’t. Vice President- Medical Affairs
Executive Medical Director- Emergency Svcs.
Doyle.delano@mccg.org
478-533-1753
3. Experience

**BB&T Tower Renovations**

**Location:** 201 Second Street  
Macon GA

**Dates of Service:** 1980-2012

**Physical Description:**  
Square Footage: 5F  
Number of Stories: 16 Counting the Lower Level  
Site Area: The footprint of the building covers basically the entire lot. Most all construction materials and debris have been brought in or left through the loading dock, with after hours access through the main entrance for special items.

**Brief Description of Project Services:** Warren Associates, Inc. provided full CM services including: Pre-construction, Construction and Post-construction.

**Statement of Performance versus owner expectations:**  
We have been able to meet or exceed the Owner’s expectation as they relate to cost, schedule, and quality. Otherwise we would not have been asked to complete multiple projects and maintain a long term relationship with the Building Owner and Tenants.

**Design Professionals:**  
We have worked a variety of design professionals for the projects from Federal Bureau of Investigations Design Professions, State of Georgia Design Professionals, local and non-local Architects, Interior Designers, and others.

**Owners Representative:**  
Mr. Albert Edge  
Murphy, Taylor, & Ellis Real Estate  
478-743-2671

**Architect:**  
Mr. Paul Boggs  
MBS Architects  
(478) 972-5385

Warren Associates over the past 30 years has worked from below the basement floor to the top of the flag pole at BB&T Tower located at 201 Second Street. We have coordinated between the neighbors for items that made it necessary to work in the alley between the BB&T Tower and the Courthouse.
August 31, 2007

RE: Macon Center for Graduate and Professional Learning

To Whom It May Concern:

I am writing this letter of recommendation for Warren Selby and his company, Warren Associates, Inc. The GCSU Foundation engaged Warren Associates to renovate two floors of the Thomas Jefferson Building in Macon, Georgia. This space is our new Center for Graduate and Professional Learning.

Mr. Selby and his associates worked diligently to build a state-of-the-art facility for our students and faculty — providing a superior learning environment. They did this within a budget that was much less than expected when we began the process. In addition, this project had a very tight timeline due to the constraints of our academic year and the need to be ready for a transition to the facility between the regular spring semester and the Maymester class schedule.

We were very pleased with the constant communication and work Mr. Selby and his staff did to ensure all decisions were in the best interest of Georgia College.

It is my pleasure to recommend Warren Selby and Warren Associates to you.

Sincerely,

Dorothy Leland
President

Office of the President
Campus Box 20
Milledgeville, Georgia 31061-0480
Phone (478) 445-4444
Fax (478) 445-2510
3. Experience
28 June 2011

Mr. John Mullis
Warren Associates, Inc.
P.O. Box 6098
Macon, GA 31208

Re: BB&T Tower - Chapter 13 Suite, 10th Floor

Dear Mr. Mullis:

Thank you for the outstanding work that was accomplished by Warren Associates, Inc., yourself and your employees in the completion of the 10th Floor Suite of the BB&T Tower for the Chapter 13 Trustee Office. As a member of the team effort, your help early in the project before construction began was vital for the success of the completion being on schedule and within the project budget.

As always, it was a pleasure to work with you on this project and we certainly look forward to working with you on many more in the future.

Sincerely,

MCLEES, BOGGS & SELBY, ARCHITECTS

Paul J. Boggs, AIA

PJE/tb
Special Considerations

Safety Awards:

Georgia Department of Labor “Award of Excellence” (11 consecutive years)
Associated General Contractors “Zero Incidence Rate” (11 consecutive years)

Build Georgia Awards - Best of the Best Competition:

2000 - Poplar Medical - Poplar Physicians
2001 - Peyton Anderson Health Education Center - MCCG
2004 - Emergency Center Additions & Renovations - MCCG
  - Children’s Hospital Pedestrian Walkway - MCCG
2005 - Lanier Building - Medical Office Suites - MCCG
  - Rumford Center - Methodist Home for Children & Youth
2006 - Green Parking Deck Addition - MCCG
  - Center for Ambulatory Services - MCCG
2007 - First Floor Pathology Renovations - MCCG
2008 - MRI Relocation & Expansion - Central Georgia MRI
  - Center for Graduate and Professional Learning - GC&SU (Macon)
2009 - American Pride Bank - Warner Robins
  - Dietary Expansion - MCCG
2010 - Life Skills Center - Wesley Glen Ministries
  - Seventh Floor Main Renovations - MCCG
2011 - Fourth Floor Main Renovations - MCCG
  - Center for Advanced Learning - MCCG
  - Pediatrics Intermediate Care & Child Outpatient Suite - MCCG
2012 - Emergency Center Renovations - MCCG
  - 2 West ICU - MCCG
  - 3 West ICU - MCCG
  - 4 West ICU - MCCG
2013 - Bibb County Engineering Department Renovation
  - Wesleyan College Simulation Lab
2014 - Perry Hospital Bed Expansion

Build Georgia Awards - Best Sustainable Building Practices:

2011 - Fourth Floor Main - MCCG
2011 - Center for Advanced Learning - MCCG

Georgia Family Business of the Year Award - 2006

2006 - Cox Family Enterprise Center - Kennesaw State University &
  Georgia Trend Magazine

Torch Award - 2003

2003 - Excellence in Business Ethics - Better Business Bureau
Project Team

Warren Associates, Inc. completed interior renovations of the 3rd, 4th and 5th Floors for Georgia College & State University Graduate Studies Program—Macon Location
4. Project Team

**Project Manager**

Christopher V. Easterwood

**Education:**
B.S. Building Science  
Auburn University  
LEED Green Associate Certification  
LEAD Renovation, Repair & Painting Certification

**Professional:**
Vice-President, Warren Associates, Inc.  
Commercial Building Contractors

**Personal Info:**
Wife - Diane  
Children - Logan & Colby

**Experience:**
27 Years Commercial Construction

**Professional Organizations:**
Associated General Contractors  
Greater Macon Chamber of Commerce  
Central Georgia Branch of U.S. Green Building Council

**References:**
Mr. Clay Murphey - Macon-Bibb County (478) 447-3263  
Dr. Billy Oliver - Wesley Glen Ministries (478) 471-3711  
Dr. Rick Lanford - District Superintendent UMC (478) 256-7130

**Representative Experience Completed Project:**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Location</th>
<th>Square Footage</th>
<th>Role</th>
<th>Total Project Cost</th>
</tr>
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<tbody>
<tr>
<td>Thomas Jackson Juvenile Justice Center</td>
<td>Macon, GA</td>
<td>22,000 SF</td>
<td>Project Manager</td>
<td>$5,789,075.00</td>
</tr>
<tr>
<td>Emergency Center Renovation</td>
<td>Macon, GA</td>
<td>5,510 SF</td>
<td>Project Manager</td>
<td>$923,000.00</td>
</tr>
<tr>
<td>The Thomas Jefferson Building Renovation</td>
<td>Macon, GA</td>
<td>30,000 SF</td>
<td>Project Manager</td>
<td>$1,225,987.00</td>
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<tr>
<td>Vineville UMC Renovation</td>
<td>Macon, GA</td>
<td>41,100 SF</td>
<td>Project Manager</td>
<td>$4,467,181.00</td>
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<tr>
<td>800 First Street Medical Office Building</td>
<td>Macon, GA</td>
<td>58,716 SF</td>
<td>Project Manager</td>
<td>$7,206,800.00</td>
</tr>
<tr>
<td>First Baptist Church of Christ Renovation</td>
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<td>$1,138,756.00</td>
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<td>Fort Hawkins Visitor Center</td>
<td>Macon, GA</td>
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<td>$565,801.00</td>
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<td>Rehabilitation of the Bandstand &amp; Round Building</td>
<td>Macon, GA</td>
<td>7,780 SF</td>
<td>Project Manager</td>
<td>$839,610.00</td>
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<tr>
<td>Forsyth Medical Mall Renovation</td>
<td>Forsyth, GA</td>
<td>45,000 SF</td>
<td>Project Manager</td>
<td>$3,988,627.00</td>
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<td>Martha Bowman UMC Renovations</td>
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<td>Project Manager</td>
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<tr>
<td>Morgan Keegan &amp; Co. - Regions Bank</td>
<td>Macon, GA</td>
<td>14,860 SF</td>
<td>Project Manager</td>
<td>$1,151,120.00</td>
</tr>
</tbody>
</table>
Principal of the CM firm in Charge

C. Warren Selby, Jr.

Education:
B.S. Building Science
Auburn University

Professional:
President, Warren Associates, Inc.
Commercial Building Contractors

Professional Organizations:
Georgia Branch Associated General Contractors of America
Past Chairman - Bibb County Building Code Committee
Past Board Members
American Society for HealthCare Engineering
Associated General Contractors

Personal Info:
Wife - Tana
Children - Warren, III & Mason

References:
Mr. Clay Murphey - Macon-Bibb County (478) 447-3263
Mr. Bob Brown - BTBB Architects (478) 742-1208
Ms. Debbie Orr - MCCG (478) 319-5353
Mr. Sam Kitchens - Macon-Bibb County (478) 808-9218

Representative Experience Completed Project:

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<td>Emergency Center Renovation &amp; Addition</td>
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<td>38,000 SF</td>
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<td>$8,043,957.00</td>
</tr>
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<td>Principal of CM</td>
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<tr>
<td>Bibb County Tax Commissioners Office</td>
<td>Macon, GA</td>
<td>15,936 SF</td>
<td>Principal of CM</td>
<td>-$714,405.00</td>
</tr>
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<td>Vineville UMC Renovation</td>
<td>Macon, GA</td>
<td>41,100 SF</td>
<td>Principal of CM</td>
<td>$4,467,181.00</td>
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<td>The Macon Health Club Renovation</td>
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<td>42,000 SF</td>
<td>Principal of CM</td>
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<td>The Lanier Building Renovations</td>
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<td>16,703 SF</td>
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<td>7th Floor Main Hospital Renovation</td>
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<tr>
<td>Morgan Keegan &amp; Co. - Regions Bank</td>
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</table>
4. Project Team

Construction Superintendent

Bill Newby

Education: Georgia Institute of Technology

Commercial Building Contractors

Experience: 42 Years Commercial Construction

Professional Organizations: Associated General Contractors

Certifications:
- Georgia Department of Transportation Erosion Control
- (Storm Water Management) Level 1A Certification
- American Society of Healthcare Engineering Infection Control
- OSHA 10 Hour, AGC Safety Certification
- Forklift Operator Training
- Lead Renovation, Repair & Painting Certification
- Certified Emergency First Responder, Fire Chief, Fire Company Office

References:
Ms. Debbie Orr - MCCG (478) 319-5353
Mr. Bob Brown - BTBB Architects (478) 742-1208
Mr. Sam Kitchens - Macon-Bibb County (478) 808-9218

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<td>Superintendent</td>
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<td>Emergency Center Renovation &amp; Addition 2004</td>
<td>Macon, GA</td>
<td>38,000 SF</td>
<td>Superintendent</td>
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<tr>
<td>Peyton Anderson Health Education Center</td>
<td>Macon, GA</td>
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<td>Superintendent</td>
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<td>Albert L. “Buddy” Luce Heart Institute</td>
<td>Macon, GA</td>
<td>214,000 SF</td>
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<td>$58,000,000.00</td>
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<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Floor ICU Renovation</td>
<td>Macon, GA</td>
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<td>$1,400,000.00</td>
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<td>Superintendent</td>
<td>$4,521,104.00</td>
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<tr>
<td>4&lt;sup&gt;th&lt;/sup&gt; Floor Main Hospital Renovation</td>
<td>Macon, GA</td>
<td>18,000 SF</td>
<td>Superintendent</td>
<td>$1,050,096.00</td>
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<td>Twiggs County Middle &amp; High School</td>
<td>Jeffersonville, GA</td>
<td>100,615 SF</td>
<td>Superintendent</td>
<td>$10,200,185.00</td>
</tr>
</tbody>
</table>
4. Project Team

Project Manager

John O. Mullis III

Education:
B.S. Building Construction
Georgia Institute of Technology
A.S. Electrical Engineering
Middle Georgia College

Professional:
Vice-President, Warren Associates, Inc.
Commercial Building Contractors

Experience:
42 Years Commercial Construction
10 Years Residential Construction

Professional Organizations:
Associated General Contractors
Greater Macon Chamber of Commerce

References:
Mr. Albert Edge - Murphy, Taylor, Ellis (478) 743-2671
Mr. Randy Griffin - One South Bank (478) 254-7775
Ms. Gail Lavender - Primary Pediatrics (478) 741-3007

Representative Experience Completed Project:

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<td>The Lanier Building Renovations</td>
<td>Macon, GA</td>
<td>73,200 SF</td>
<td>Project Manager</td>
<td>$11,151,000.00</td>
</tr>
<tr>
<td>Groover Hall Renovation - Mercer University</td>
<td>Macon, GA</td>
<td>6,500 SF</td>
<td>Project Manager</td>
<td>$1,942,523.00</td>
</tr>
<tr>
<td>4th Floor Main Hospital Renovation</td>
<td>Macon, GA</td>
<td>18,000 SF</td>
<td>Project Manager</td>
<td>$1,050,096.00</td>
</tr>
<tr>
<td>Peyton Anderson Health Education Center</td>
<td>Macon, GA</td>
<td>105,000 SF</td>
<td>Project Manager</td>
<td>$13,995,980.00</td>
</tr>
<tr>
<td>7th Floor Main Hospital Renovation</td>
<td>Macon, GA</td>
<td>17,791 SF</td>
<td>Project Manager</td>
<td>$4,521,104.00</td>
</tr>
<tr>
<td>Feagin Mill Middle School - Houston County BOE</td>
<td>Warner Robins, GA</td>
<td>102,620 SF</td>
<td>Project Manager</td>
<td>$9,027,380.00</td>
</tr>
<tr>
<td>4th Floor ICU Renovation</td>
<td>Macon, GA</td>
<td>16,000 SF</td>
<td>Project Manager</td>
<td>$5,000,000.00</td>
</tr>
<tr>
<td>3rd Floor ICU Renovation</td>
<td>Macon, GA</td>
<td>14,000 SF</td>
<td>Project Manager</td>
<td>$1,400,000.00</td>
</tr>
<tr>
<td>2nd Floor ICU Renovation</td>
<td>Macon, GA</td>
<td>16,703 SF</td>
<td>Project Manager</td>
<td>$1,877,661.00</td>
</tr>
<tr>
<td>Albert L. &quot;Buddy&quot; Luce Heart Institute</td>
<td>Macon, GA</td>
<td>214,000 SF</td>
<td>Project Manager</td>
<td>$58,000,000.00</td>
</tr>
</tbody>
</table>

Personal Info:
Wife - Linda
Children - Michelle & John IV
Reverend Danny Jones presents an Appreciation Plaque to Warren Selby at the completion of their New Dawn Ministries project on Houston Road.
Local Participation, Minority Participation, & Non-Discrimination

Warren Associates, Inc. completely renovated the exterior and interior of the Historic Lanier High School into a state of the art Medical Services Building.
5. Local Participation, Minority Participation, and Non-Discrimination

5.2 “Include a strategy for promoting minority participation in this project and a realistic goal for participation.”

Our first step for promoting minority participation for the Bibb County Courthouse Renovation will be to meet with Dr. James Bumpus to complete the following:

1. Review the scope of work and develop bid packages that will provide contract opportunities for small businesses, minority business enterprises, women business enterprises, and disadvantaged business enterprises.

2. Obtain the current registry from Dr. Bumpus for Small Businesses, Minority Business Enterprises, Women Business Enterprises, and Disadvantages Business Enterprises. Add our list of companies so that we have a master list.

3. Hold a public forum in order to review the project with interested companies.

4. Meet privately with any companies in order to discuss their abilities and questions.

5. Make our office available for plan review and pricing for any companies that are not able to afford plan deposits.

6. Review the scope of work / bid packages with each company in detail.

7. Assist sub-contractors with obtaining necessary insurance coverage and bonding as required.

8. Early payments to sub-contractors, suppliers, and vendors if needed.

9. Partnering to help train and educate workers.

10. Continue our partnership with Goodwill, Georgia Tech, University of Georgia, and Central Georgia Tech to help train and educate workers.

In 2013 we were selected as the Construction Manager for the Bibb County Juvenile Justice Center. As a part of our Local/Minority/WBE strategy we partnered with Mr. Alex Habersham of the Macon - Middle Georgia Black Pages to help us promote all of the SPLOST Projects (not just ours) and to assist us with soliciting all of the Minority/Women-Owned Businesses in Macon-Bibb County. During 2013 we held two (2) Community Forum’s that were well attended by over 100 business owners. These forums were highly acclaimed and assisted us in identifying sub-contractors, artisans, service providers, and suppliers.

Also during 2013 we partnered with Macon-Middle Georgia Black Pages to organize numerous planning meetings with senior management at Goodwill Industries of Middle Georgia. We are currently having discussions with Goodwill about creating training programs for Minority and Women owned businesses. This partnership will also include the University of Georgia small business development office located in Central Georgia.

As a result of these meetings a data base of over 200 Minority / Women-businesses has been created. This data base was used for soliciting pricing for the Juvenile Justice Center and was very successful. Our percentage of Local/M/WBE for the Juvenile Justice Center was 83%.
5. Local Participation, Minority Participation, and Non-Discrimination

5.1 “Describe your firm’s position or policies in regard to local participation, minority participation, and non discrimination including the firm’s history of Minority and Women Owned Business Enterprise (M/WBE) participation.”

Policy:

Warren Associates, Inc. is fully committed to the well being and competitive strength of minority/women owned and locally-based businesses and to provide maximum practicable opportunities in contration for all our projects. This Policy commitment is related directly to the maintenance of a strong and healthy free-enterprise system, the goals of equal opportunity and diversity, and increasing the participation of qualified minority and women-owned and locally based businesses working with our company. We believe that the goal of assuring that a fair proportion of our construction sub-contracts are awarded to Minority-Owned Business Enterprises (MBE’s), Women-Owned Business Enterprise (WBE’s), and Locally-Based Business Enterprises (LBE’s), is consistent with reasonable pricing and quality and prevailing law. This belief is best served by the employment of sub-contractors who do not discriminate against minority and women-owned businesses in the awarding of construction contracts and which engage in substantive, honest, fair marketing outreach efforts to the members of these traditionally disadvantaged groups.

It is our policy to comply with all federal, state, and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination to prohibit discrimination because of race, creed, color, national origin, gender, sexual orientation, age, disability, or marital status and to take affirmative action to ensure that Local-based Business Enterprises, Minority Business Enterprises, and Women-Owned Business Enterprises (Local/M/WBE’s). Minority Group Members, Women, and local area residents share in the economic opportunities generated by our projects.

Below you will find a partial list of projects showing the history of our Local/Minority/Women-Owned Business Enterprises participation.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Local/M/WBE %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bibb County Juvenile Justice Center</td>
<td>83%</td>
</tr>
<tr>
<td>Women’s Health Institute</td>
<td>86%</td>
</tr>
<tr>
<td>Bibb County Engineer Dept. Renovation</td>
<td>98%</td>
</tr>
<tr>
<td>New Dawn Ministries</td>
<td>98%</td>
</tr>
<tr>
<td>Emergency Center Renovation 2012</td>
<td>96%</td>
</tr>
<tr>
<td>Lanier Building Renovation</td>
<td>93%</td>
</tr>
</tbody>
</table>
CONSTRUCTION MANAGEMENT AT RISK SERVICES TO MACON-BIBB COUNTY GEORGIA FOR PROPOSAL NO. 15-038-CW PARTIAL BUILDING RENOVATION BIBB COUNTY COURTHOUSE, WITH BTBB, INC.

5. Local Participation, Minority Participation, and Non-Discrimination

Mr. Warren Selby
Warren & Associates, Inc
2760 Roff Ave.
Macon, GA. 31204

Mr. Selby,

Thanks for your interest in my company's ability to assist you in attracting and utilizing minority contractors for governmental contracts which you are pursuing. As you know, for the past several years I have been intimately involved in efforts to increase this participation. Additionally, I worked closely with you, the City of Macon's Purchasing Department and The County SPLOST Funds Manager to supplement their efforts. Consequently, The Black Pages is uniquely qualified to make a measurable difference toward what you are trying to achieve.

Moreover, I developed a website designed specifically to support all of the outreach and marketing efforts which are extremely crucial to the success of such a project. The website address is www.maconbiz.net.

Listed below are the steps which I deem essential for us to be successful in accomplishing your goal:


Introduction
Warren Associates, Inc. is interested in implementing a strategy to ensure that minority and small business enterprises are afforded meaningful opportunities to contract with the company to provide equal contract opportunities through awarded contracts for supplies and services. Macon Black Page (MBP) will assist the company in its quest to give more small & minority businesses an equal opportunity to provide goods and services for its contracts with Macon/Bibb County consolidated Government. Additionally it is understood that education, marketing, training and outreach are integral components in making these efforts successful.

Objectives
During the course of providing the proposed services, MBP will assist Warren Associates, Inc. in targeting minority and small business enterprises that are interested in becoming contractors for the company and increase the participation of those enterprises in providing the Company with goods and services.
5. Local Participation, Minority Participation, and Non-Discrimination

5.2 “Include a strategy for promoting minority participation in this project and a realistic goal for participation.” - Continued

We propose to continue this successful strategy and work with Dr. Bumpus in order to develop growth in these businesses. Our goal for participation from Local/Minority/Women Owned Businesses for the Partial Building Renovation of the Bibb County Courthouse is 83%. We feel these strategies have worked very well and look forward to continuing their success and building upon the foundation that we established in 2013.

5.3 “List references of Owners, M/WBE firms or consultants who can speak to your firm’s utilization of M/WBE on previous projects.”

<table>
<thead>
<tr>
<th>Owners:</th>
<th>Local/M/WBE Firms:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. James Bumpus</td>
<td>Waters &amp; Sons Construction</td>
</tr>
<tr>
<td>Bibb County Georgia</td>
<td>4560 Pio Nono Avenue</td>
</tr>
<tr>
<td>601 Mulberry Street</td>
<td>Macon, Georgia 31206</td>
</tr>
<tr>
<td>Phone: 478-318-9041</td>
<td>Phone: 478-788-8700</td>
</tr>
<tr>
<td>Mr. Lonzy Edwards</td>
<td>Window Plus, Inc.</td>
</tr>
<tr>
<td>Former Bibb County Commissioner</td>
<td>P.O. Box 20631</td>
</tr>
<tr>
<td>Edwards &amp; Youmans, LLC</td>
<td>Macon, Georgia 31205-0631</td>
</tr>
<tr>
<td>2717 Millerfield Road</td>
<td>Phone: 478-785-0550</td>
</tr>
<tr>
<td>Macon, Georgia 31217</td>
<td></td>
</tr>
<tr>
<td>Phone: 478-745-4380</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consultants:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Alex Habersham</td>
<td>C. J. Price Construction</td>
</tr>
<tr>
<td>Macon-Middle Georgia Black Pages</td>
<td>963 Washington Avenue</td>
</tr>
<tr>
<td>590 D T Walton Sr. Way</td>
<td>Macon, Georgia 31201</td>
</tr>
<tr>
<td>Macon, Georgia 31201</td>
<td>Phone: 478-238-6154</td>
</tr>
<tr>
<td>Phone: 478-464-0074</td>
<td></td>
</tr>
</tbody>
</table>

5.4 “In Addition, the CM shall complete and include the Georgia Security and Immigration Compliance Act Affidavit (Attachment B), as noted under Par. 11 below.”

Georgia Security and Immigration Compliance Act Affidavit is located in the Other Documents Section under Attachment H.
CONSTRUCTION MANAGEMENT AT RISK SERVICES TO MACON-BIBB COUNTY GEORGIA FOR PROPOSAL NO. 15-038-CW PARTIAL BUILDING RENOVATION BIBB COUNTY COURTHOUSE, WITH BTBB, INC.

5. Local Participation, Minority Participation, and Non-Discrimination

Edwards & Youmas, L.L.C.
Attorneys At Law
2717 Millerfield Road
P. O. Box 12
Macon, Georgia 31202-0012
Telephone: (478) 745-4380
Telefax: (478) 746-3007
edwardsandyoumas@aol.com

January 28, 2014


To Whom It May Concern:

Through my service on the Bibb County Board of Commissioners, I became familiar with the above referenced firm and the quality of the work it provided on the projects for which it was selected. I also became familiar with the commitment of its principal, Mr. Warren Selby, to fairness in utilizing small and minority owned businesses in SPLOST-financed buildings. I believe it is fair to say that no contractor has done better in this important measure of performance than his firm. Whatever we were told by Mr. Selby we could depend on. In my opinion, he not only met, but exceeded our expectations in the quality of his work and inclusion of minority and small businesses.

I am happy to submit this letter in support of Warren Associates Inc.’s effort to obtain additional SPLOST projects and believe this community will be well served by using its services whenever possible.

If additional information is needed from me regarding this firm, please feel free to give me a call.

Very truly yours,

[Signature]

Lonzy F. Edwards

LFE/bk
5. Local Participation, Minority Participation, and Non-Discrimination

Scope of Work

MBP will provide the following services.

1. Identify potential businesses that may provide the company with supplies and services;

2. Screen businesses to ensure that they meet the qualifications to serve as vendors/sub contractors;

3. Develop a comprehensive marketing strategy to familiarize the community with the company’s needs.

4. Establish a clearinghouse for minority and small business enterprises;

5. Conduct a targeted outreach program to sustain and expand the bidder pool.

6. Engage Area Resource Agencies Whose Purpose is to enhance and Develop Small and Minority Business access to contracting & services possibilities

7. Continue working with Goodwill to identify areas of need in the local labor force that Goodwill might be able to assist with the creation of training opportunities such as brick masons, general construction laborers, carpenters, etc. The idea is to develop a program where the person is screened, trained, and employed by Goodwill but is assigned as a trainee with a company with the intention that a permanent position will evolve. Basically this would be a type of apprenticeship program and increase minority employment.

I hope you find this information helpful. Let me know if you have questions or observations.

Sincerely,

Alex Habersham
Certificate of Commendation
FOR EXCELLENT SAFETY RECORD
2014

WARREN ASSOCIATES, INC.
Zero Incidence Rate - 10,000 to 50,000 work hours
Building Division

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

2013

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

2012

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

2011

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

2010

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

2004 - 2009

Associated General Contractors
Safety Awards
Warren Associates has completed projects in some of the most safety conscience and sensitive environments in our local area including the Macon-Bibb Sheriff’s Detention Center, Macon-Bibb Schools, Hospitals, Children’s Homes, and Handicapped Adult Facility.
6. Safety and Logistics

6.1 “Submit a copy of your firm’s safety program” Overview Page 2 of 2

WORKERS SHALL . . .

1. Follow all company safety rules and work in strict conformance with OSHA Regulations.
2. Request help when unsure how to preform any task safely.
3. Report all injuries and unsafe acts to immediate supervisor.
4. Work in such a manner as to insure his safety as well as that of his fellow employees.
5. Avail himself of company and industry sponsored safety programs.
6. Use and maintain all safety devices provided to him.
7. Maintain and properly use all tools under his control.
8. Keep all work areas clean and free of debris.
9. Replace ore repair safety precautions removed or altered before leaving.

SUBCONTRACTOR AND SUPPLIERS SHALL . . .

1. Abide by all safety rules of owner and prime contractor.
2. Notify prime contractor when actions or activities undertaken by them could affect health or safety of employees of other companies.
3. Check in with jobsite supervision before entering jobsite.
4. Inform prime contractor of all injuries to workers
5. Report to prime contractor any unsafe conditions that come to their attention.

ARCHITECTS, OWNERS, AND VISITORS SHALL . .

1. Check in with superintendent so protective equipment may be provided such as hard hats, or eye and respirator protection.
2. Abide by all safety rules.

ALL PERSONNEL SHALL . .

1. Strive to make all operations safe.
2. Maintain mental and physical health conducive to work safely.
3. Keep all work areas clean and free of debris.
4. Perform their work in a manner that will not be hazardous to others.
5. Replace or repair safety precautions removed or altered before leaving work area.
6. Work in strict conformance with OSHA regulations.
6. Safety and Logistics

6.1 “Submit a copy of your firm’s safety program” Overview Page 1 of 2

Warren Associates, Inc.
Building Contractors

Since 1971

Safety Program - Overview
A Full 298 Page version can be submitted upon request

It is the policy of this company to provide a safe and healthful place of employment for ALL EMPLOYEES. It is therefore the purpose of this stated policy to:

1. Abide by all federal, state, and local regulations as they pertain to construction.
2. Apply good sense and safe practices as dictated by locations, conditions, and circumstances to all jobs.
3. Exercise good judgment in the application of the policy.

PROJECT MANAGERS SHALL...

1. Appoint a Safety Officer with full enforcement authority over safety matters.
2. Establish rules and programs designed to promote safety.
3. Make known to all employees the rules established.
4. Require all sub-contractors and suppliers as a matter of contract to follow safety rules and encourage safe working practices.
5. Record all instances of violations and investigate all accidents.
6. Discipline any employee willfully disregarding the policy.
7. Provide protective equipment for employees.
8. Inform employees of changes in safety rules.
9. Conduct safety inspections of all jobsites and maintain records.
10. Provide all Supervisors with copies of appropriate rules and regulations.

PROJECT SUPERINTENDENT SHALL...

1. Be completely responsible for on-the-job safety and health at the work level.
2. Make sure proper safety materials and protective devices are available and used and all equipment is in safe working order.
3. Instruct foremen in safety requirements and make sure they pass on their instruction to the crews.
4. Take advantage of offered safety training and be aware of all safety requirements and safe working practices.
5. Review all accidents, oversee correction of all unsafe practices, and file accident reports.
6. Conduct jobsite safety meetings on a regularly scheduled basis.
7. Require conformance to safety standards from all sub-contractors.
8. Notify office of all safety violations.
9. Instruct all employees on safety requirements and safe working practices.
10. Secure prompt medical attention for any injured employees.
11. Delegate any of the above responsibilities to crew foreman as job conditions warrant.
12. Keep all work areas clean and free of debris.
6. Safety and Logistics

6.3 "Provide you accident rate for the past three years utilizing the following formula:

\[
\text{Incident Rate} = \frac{\# \text{ Injuries}}{\# \text{ Total man Hours}}
\]

Our safety record is very good for the number of man hours completed. Using the formula provided injuries divided by total man hours our Incident Rates for the past three years are:

<table>
<thead>
<tr>
<th>Year</th>
<th>Incident Rate</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>0.00</td>
<td>0 injuries divided by 39,193 man hours</td>
</tr>
<tr>
<td>2013</td>
<td>0.00</td>
<td>0 injuries divided by 39,377 man hours</td>
</tr>
<tr>
<td>2012</td>
<td>0.00</td>
<td>0 injuries divided by 36,175 man hours</td>
</tr>
</tbody>
</table>

6.4 “List the contact persons, addresses, and phone numbers for the firm’s insurance carrier and agent.”

**General Insurance Coverage:**
Contact Person – John Sheffield  
Carrier – Westfield Insurance  
Duluth, GA 30097  
Phone Number – (770) 418-2200

**Worker’s Compensation Coverage:**
Contact Person – Marlena Ward-Dobbs  
Carrier – Old Republic Insurance Company  
Address – 133 Oakland Avenue  
Greensburg, PA 15601-2247  
Phone Number – (262) 797-3440

**Agent:** BB&T Insurance Services  
Contact Person – Mike Kaplan  
Address – 4951 Forsyth Road  
P. O. Box 28530  
Macon, GA 31221  
Phone number – (478) 405-4141

**In Partnership with:**
Contact Person – Pat Willhite  
Agent: CompTrustAGC MCIC  
Address – 1940 The Exchange, Suite 200  
Atlanta, GA 30339  
Phone Number – (678) 298-1880

**Insurance Agency:**
Contact Person – Pat Willhite  
Affinity Service Group  
1940 The Exchange, Suite 200  
Atlanta, GA 30339  
Phone Number – (678) 298-1880
6. Safety and Logistics

6.2 “Provide a letter on the firm’s insurance company’s letter head stating the Workers Compensation Experience Modification Factor (EMF) for the past three years.

CompTrust AGC

Mutual Captive Insurance Company

February 25, 2015

Warren Associates, Inc.
P.O. Box 6098
Macon, GA 31208-6098

Re: Experience Modification Ratings for Warren Associates, Inc.

To whom it may concern:

Per your request, Warren Associates, Inc.’s Experience Modification Ratings for their Workers’ Compensation Policies written through Old Republic Insurance Company/CompTrust AGC MCIC for the current and previous year and through CompTrust AGC MCIC for the preceding year are as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>EMF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/14</td>
<td>0.83</td>
</tr>
<tr>
<td>1/1/13</td>
<td>0.86</td>
</tr>
<tr>
<td>1/1/12</td>
<td>0.85</td>
</tr>
</tbody>
</table>

Please do not hesitate to give me a call at (678) 298-1889 should you need any further information. We appreciate your continued support of CompTrust AGC MCIC.

Sincerely,

Pat Wilhite

Pat Wilhite
Program Director
pwilhite@affinityservicegroup.com
6. Safety and Logistics

Below you will find our Proposed Logistics/Safety Plan for “Partial Building Renovation to the Bibb County Courthouse”. Security and Safety will be our number one objective. Our proposed plan is divided into three parts:

Part 1: “Pre-Construction Assessment”
- Obtain copy of Court Schedule to blend with the Construction schedule so that the Courthouse operation is not affected. Prepare proposed plan/schedule.
- Meet with users to review plan and schedule for approval.
- Background check all workers and obtain approval of list from Bibb County Sheriff’s Office before starting work.
- Confirm all companies have Drug / Alcohol Free Policy in place and drug tests are current.
- Have each worker sign an “Inmate Awareness Form” that sets the following guidelines for this project:
  - See attached sample from GPSTC that we propose to modify and use for this project.
  - Tobacco (of any kind) is not allowed on the property, in the alley or in the building. (Designated smoking area assigned)
  - Weapons are not allowed in the alley or in the building.
  - Guns or Gun powder not allowed in the building or in the alley.
  - I will not leave my vehicle in the alley unattended or block alley.
  - I have reviewed the Site/Project Logistics Plan and agree to follow it completely.
  - I will stay in the work area and will use the designated route for ingress and egress.
  - Dress Code will be followed. (Copy to be provided)
  - Wear vest and hard hats at all times while on the site.
6. Safety and Logistics

Proposed
Safety and Logistics Plan
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE ECONOMIC AND COMMUNITY DEVELOPMENT BUDGET SUPPLEMENT BY PROVIDING EIGHTY SEVEN THOUSAND DOLLARS ($87,000.00) IN ADDITIONAL FUNDING FOR THE PURPOSE OF BLIGHT ELIMINATION ACTIVITIES INCLUDING BUT NOT LIMITED TO THE SURVEYING BLIGHTED PROPERTIES AND IDENTIFYING AND EMPLOYING A PROJECT MANAGER TO BE REIMBURSED FROM BOND FUNDS; AND FOR OTHER PURPOSES:

WHEREAS, Macon-Bibb County anticipates bond funds in the amount of approximately $14,000,000.00 will be available in the coming months; and

WHEREAS, the blight elimination taskforce is currently working to formulate a plan for comprehensive blight removal in Macon-Bibb County; and

WHEREAS, advanced funds to the Economic and Community Development Department from the general fund would aid in the expedition of several planning functions prior to the receipt of said bond funds; and

WHEREAS, several planning functions are necessary to ensure the efficient and effective expenditure of bond funds once received; and

WHEREAS, such planning functions include the initiation of a comprehensive surveying effort to identify and document the current blight conditions, the identification and employment of a project manager to oversee the blight removal efforts, and the demolition of structures already adjudged to be blighted; and

WHEREAS, advanced funding received by the Economic and Community Development Department would be reimbursed to the general fund once monies are received from the bond issuance.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that an additional eighty seven thousand dollars and No/100s ($87,000.00) shall be provided as a budget supplement to Macon-Bibb
County Economic and Community Development Department for the purpose of blight elimination activities.

BE IT FURTHER RESOLVED that eighty seven thousand dollars and No/100s ($87,000.00) will be returned to the general fund from bond funds once received.

SO RESOLVED this _____ day of ________________, 2015.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
______________________________
JEAN S. HOWARD, CLERK OF COMMISSION
Tuesday, April 14, 2015
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

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

1. APPROVAL OF MINUTES

Subject A. Approval of Minutes From Meeting on March 24, 2015
Meeting Apr 14, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
3-24-2015.pdf (12 KB)

2. TINDALL HEIGHTS REDEVELOPMENT

Subject A. Presentation Regarding First Phase of the Tindall Heights Redevelopment
Meeting Apr 14, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 2. TINDALL HEIGHTS REDEVELOPMENT
Access Public
Type Information

3. A.L. MILLER HIGH SCHOOL PROJECT

Subject A. Update on the Progress at A. L. Miller High School
Meeting Apr 14, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 3. A.L. MILLER HIGH SCHOOL PROJECT
Access Public
Type Information

4. STUDY FOR POSSIBLE MINOR LEAGUE BASEBALL TEAM
**5. IMPROVING A COUNTY OWNED LOT**

Subject: A Resolution Authorizing the Macon Tracks Running Club To Improve A County Owned Lot At The Intersection of Old Forsyth Road and Rivoli Drive For the Purpose of Enhancing the Lot's Use For Parking

Meeting: Apr 14, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 5. IMPROVING A COUNTY OWNED LOT

Access: Public

Type: Action

SPONSORED BY: COMMISSIONER VALLORY C. JONES, III

File Attachments:
- 4-14-2015 - Res Running Club Parking.pdf (193 KB)

**6. DEVELOPMENT OF PIO NONO AVENUE BUSINESS CORRIDOR DISTRICT**

Subject: A Resolution Supporting The Development and Funding of a Master Plan to Renovate and Update the Pio Nono Avenue Business Corridor District

Meeting: Apr 14, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 6. DEVELOPMENT OF PIO NONO AVENUE BUSINESS CORRIDOR DISTRICT

Access: Public

Type: Action

File Attachments:
- 4-14-2015 - Res Renovate and Update Pio NoNo Business Corridor Dist .pdf (1,191 KB)

**7. SENIOR CITIZENS CENTER UPDATE**

Subject: A Update on the Senior Citizens Center

Meeting: Apr 14, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
8. BLIGHT UPDATE

Subject: A. Update on Blight
Meeting: Apr 14, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 8. BLIGHT UPDATE
Access: Public
Type: 

9. FILMORE THOMAS

Subject: A. Update on Filmore Thomas
Meeting: Apr 14, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 9. FILMORE THOMAS
Access: Public
Type: 

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

March 24, 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 Gary Bechtel
Mayor Pro Tem Bert Bivins
Charles Coney, Asst. County Manager
Steve Layson, Assistant County Manager
Judd Drake, 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
Doc Dougherty, Director of Recreation
David Fortson, Director of Engineering

COMMISSIONERS ABSENT
Commissioner Scotty Shepherd

NEWS MEDIA:
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Anita Oh, WMAZ TV
Skyler Henry, 41 WMGT
Malcolm Johnson, WGXA Fox 24

VISITORS/GUESTS:
Clay Murphey, SPLOST Manager
Wimberly Treadwell, Wimberly Treadwell Design

1. Approval of Minutes from meeting on March 10, 2015

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, DeFore and Watkins voting in the affirmative, the minutes of March 10, 2015 were approved.

2. Safe Digging Month

ACTION

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, DeFore and Lucas voting in the affirmative, the resolution to recognize the month of April 2015 as “Safe Digging Month” was approved.
3. Filmore Thomas Recreation Area

Discussion

Wimberly Treadwell presented an overview on the design features and renovation plans for the Filmore Thomas Recreation Area. Commissioner Tillman requested Committee updates every two weeks.

**ACTION**

*On motion of Commissioner Tillman DeFore, seconded by Commissioner and carried unanimously with Commissioners Schlesinger, Watkins and Lucas voting in the affirmative, the resolution to approving the design features and renovation plans for the Filmore Thomas Recreation Area was approved.*

4. Reduction in Fees for Seniors

A. Senior Fee for Use of Macon-Bibb County Senior Center

**ACTION**

*On motion of Commissioner Lucas seconded by Commissioner Tillman and carried four to one with Commissioners Schlesinger and DeFore voting in the affirmative, and Commissioner Watkins casting the dissenting vote the resolution was amended to lower the annual fee to $10.*

**ACTION**

*On motion of Commissioner Lucas seconded by Commissioner Tillman and carried three to one with Commissioners Schlesinger, and DeFore voting in the affirmative and Commissioner Watkins casting the dissenting vote, the resolution to reduce the annual fee of $20 charged to seniors for the use and enjoyment of the Macon-Bibb County Senior Center to $10 dollars was approved.*

B. Golf Cart Rentals for Seniors

**ACTION**

*On motion of Commissioner Tillman seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Lucas and DeFore voting in the affirmative, the resolution to reduce the fee for Golf Cart Rentals at Bowden Golf Course by $4.00 for senior citizens on Tuesday was approved.*

5. Blight Update

Discussion

Charles Coney presented the recent work of the Macon-Bibb County Blight Task Force. At the recent Keep Macon-Bibb Beautiful Commission Awards Luncheon, the Austin Center for Community Development was recognized for its work in Village Green and the volunteers at Lynmore Estates were also recognized. On March 21, 2015, in Village Green, 203 trash bags were collected. There were 108 volunteers; 38 more residents from the Village Green area were
counted clearing their yards during the project. Charles also reported that the initial blight budget is complete and was shared with the County Manager. The County Manager and the Macon-Bibb Delegation will be traveling to New York at the end of March to discuss particulars with Wall Street investors.

6. Senior Citizen Center

Dale Dougherty, Director of Recreation, presented an update which was for Information only.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Prepared By:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT A REQUEST FOR PROPOSALS BE ISSUED REQUESTING A FEASIBILITY STUDY BE CONDUCTED TO DETERMINE THE ECONOMIC IMPACT OF OBTAINING A PROFESSIONALLY AFFILIATED MINOR LEAGUE BASEBALL TEAM IN MACON, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, Macon, Georgia has previously been the home of several minor league and independent league baseball teams, including the Macon Braves, the Macon Peaches, the Macon Music, and the Macon Pinetoppers, however, currently, no minor league or independent league baseball teams are based in Macon, Georgia; and

WHEREAS, the most economically successfully and visibly supported baseball team to be based in Macon, Georgia were the Macon Braves, who were a Single-A affiliate of Major League Baseball’s Atlanta Braves club; and

WHEREAS, the Macon Braves played at Luther Williams Field from 1991 until 2002, however, for the 2003 season, the Macon Braves relocated to Rome, Georgia due to a lack of improvements to the baseball facility at Luther Williams Field; and

WHEREAS, having a Major League Baseball affiliated minor league team based in Macon, Georgia helps promote tourism to the area and increases the quality of life of the citizens of Macon-Bibb County; and

WHEREAS, as such, Macon-Bibb County desires to conduct a feasibility study to determine the economic impact and plausibility of attracting a Major League Baseball affiliated minor league club to be based in Macon, Georgia; and

WHEREAS, the feasibility study will analyze the economic and demographic characteristics of the proposed venture, including current and future growth market trends and the demand for such an activity in the Middle Georgia area; and

WHEREAS, in addition, the feasibility study will identify and determine the direct spending and investment necessary to attract a Major League Baseball affiliated minor league team and project the possible direct and indirect revenue generated by attracting such a team; and

WHEREAS, furthermore, the feasibility study will make a facility recommendation to determine what size and type of facility would be needed to attract such a team, including the location of the site of such a facility, the seating capacity of such facility, and the best utilization of such a facility during non-baseball events; 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 feasibility study be conducted regarding the plausibility of a Major League Baseball affiliated minor league baseball team being based in Macon, Georgia, with such feasibility study to include a market analysis, an economic feasibility study, a competitive analysis, and other such data as may be required to determine the practicality of such a venture.

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 MACON TRACKS RUNNING CLUB TO IMPROVE A COUNTY OWNED LOT AT THE INTERSECTION OF OLD FORSYTH ROAD AND RIVOLI DRIVE FOR PURPOSES OF ENHANCING THE LOTS USE FOR PARKING; AND FOR OTHER PURPOSES.

WHEREAS, the Macon Tracks Running Club is a local organization for runners and walkers of all ability levels to meet, exchange ideas, and celebrate the fitness and love of the sport of running; and

WHEREAS, the Macon Tracks Running Club is an affiliate member of Road Runners Club of America, and through this organization, qualifies as a 501(c)(3) nonprofit organization; and

WHEREAS, Macon-Bibb County owns a small, triangle shaped parcel of right-of-way located at the intersection of Old Forsyth Road and Rivoli Drive; and

WHEREAS, this tract of right-of-way is approximately six tenths (.60) of an acre and is currently an unimproved gravel/dirt lot; and

WHEREAS, a map showing the location of the parcel, as well as two (2) aerial images of the parcel, have been attached hereto as Exhibit “A” for informational purposes;

WHEREAS, for approximately twenty (20) years, the Macon Tracks Running Club has used this parcel for parking vehicles when meeting for weekend runs and walks in the area; and

WHEREAS, the Macon Tracks Running Club has contacted the Macon-Bibb County Engineer to request permission to improve this lot to provide approximately twelve (12) paved parking spaces, and additional greenery around the area for beautification purposes; and

WHEREAS, a design of the proposed improvements has been attached hereto as Exhibit “B”; and

WHEREAS, the improvements would be done subject to design approval by the Macon-Bibb County Engineer and at the sole expense of the Macon Tracks Running Club; and

WHEREAS, in addition, the completed improvements and parking area would become property of Macon-Bibb County and be available for the use of all citizens of Macon-Bibb County; and

WHEREAS, the improvements would enhance the overall use of the parcel and provide additional value to the parcel for 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 Tracks Running Club is authorized to improve the parcel referenced in the attached Exhibit “A” to provide paved parking and greenery in a form substantially similar to the attached Exhibit “B”; 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 prior to work beginning on the parcel, all design aspects and improvements must be approved by the Macon-Bibb County Engineer, and upon completion of the improvements, the Macon-Bibb County Engineer shall inspect the area to confirm that the improvements have been conducted in a form acceptable to Macon-Bibb County.

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 SUPPORTING THE
DEVELOPMENT AND FUNDING OF A MASTER PLAN TO RENOVATE AND
UPDATE THE PIO NONO AVENUE BUSINESS CORRIDOR DISTRICT; AND FOR
OTHER PURPOSES.

WHEREAS, for purposes of this resolution, the Pio Nono Avenue Business Corridor
District is defined as the parameters of Pio Nono Avenue from its intersection with Rocky Creek
Road in South Bibb County near Interstate 75 Exit 160A and extending to its intersection with
Riverside Drive in North Bibb County near Interstate 75 Exit 167; and

WHEREAS, a map of the approximate boundaries of the Pio Nono Avenue Business
Corridor District has been attached hereto as Exhibit A; and

WHEREAS, the Pio Nono Avenue Business Corridor District is a major gateway for the
community and contains three (3) of the five (5) most traveled intersections in greater Macon-Bibb
County; and

WHEREAS, the Pio Nono Avenue Business Corridor District has expanded and
undergone several major projects throughout the years, which has affected the vehicular and
pedestrian traffic in the area; and

WHEREAS, in addition, the Pio Nono Avenue Business Corridor District has also been
prone to a large amount of business turnover and migration from the area; and

WHEREAS, as such, the Pio Nono Avenue Business Corridor District is in need of
renovations and repairs in order to improve vehicular traffic routes, pedestrian traffic routes, and
to enhance the aesthetic appearance of the area; and

WHEREAS, the Macon-Bibb County Board of Commissioners recognizes that, in order
to foster business growth and community involvement in this area, a master plan should be
developed to ensure that the area is utilized to its maximum potential; and

WHEREAS, such a master plan would include, among other recommendations, the
development of a merchants association, setback recommendations, overlay recommendations,
recommendations to increase the flow of vehicular traffic, recommendations on improving
pedestrian traffic, beautification recommendations, community engagement provisions, as well as
other necessary items to properly maximize the potential of the Pio Nono Avenue Business
Corridor District; 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 Commission supports the development of a master plan to improve the current conditions of the Pio Nono Avenue Business Corridor District 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 County Officials are authorized to engage in discussions with the Macon-Bibb County Urban Development Authority, or other appropriate organizations, to compile information on the costs of the development of such a plan and report such findings back to the Macon-Bibb County Commission once completed for further discussion.

SO RESOLVED this _____ day of ________________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission

(SEAL)
EXHIBIT A

Map of Approximate Boundaries of Pio Nono Business Corridor District
Tuesday, April 14, 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. APPROVAL OF MINUTES

Subject 1. Approval of minutes from the March 24,2015 meeting
Meeting Apr 14, 2015 - COMMITTEE OF THE WHOLE
Category A. APPROVAL OF MINUTES
Access Public
Type Minutes

B. EARLY RETIREMENT INCENTIVE PROGRAMS

Subject 1. A Resolution Acting As A Committee of The Whole Authorizing The Preparation And Submission For Action Of Such Separate Ordinances and Resolutions As Necessary To Adopt Early Retirement Incentive Programs For The Eligible Participants Of The Macon-Bibb County Pension Plan, The Division A Pension Plan, And The Fire And Police Employees' Pension Beginning At The Next Regularly Scheduled Commission Meeting
Meeting Apr 14, 2015 - COMMITTEE OF THE WHOLE
Category B. EARLY RETIREMENT INCENTIVE PROGRAMS
Access Public
Type Action

File Attachments
4-14-2015 - Res Adopt Early Retirement Incentive.pdf (1,100 KB)
4-14-2015 - Early Retirement Options.pdf (319 KB)

C. NOMINATIONS TO THE BIBB COUNTY BOARD OF ELECTIONS
Subject: 1. A Resolution Appointing Michael M. Kaplan As the Fifth Member of The Bibb County Board of Elections From A List of Nominees Provided By The Four Partisan Appointees To the Board

Meeting: Apr 14, 2015 - COMMITTEE OF THE WHOLE

Category: C. NOMINATIONS TO THE BIBB COUNTY BOARD OF ELECTIONS

Access: Public

Type: Action

File Attachments

4-14-2015 - Res Appoint Michael Kaplan to BOE.pdf (130 KB)
COMMITTEE OF THE WHOLE

MINUTES

March 24, 2015

The Committee of the Whole was called to order by Mayor Robert A. B. Reichert

COMMISSIONERS PRESENT:
Mayor Robert Reichert
Commissioner Bert Bivins
Commissioner Gary Bechtel
Commissioner Ed DeFoe
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Commissioner Virgil Watkins
Commissioner Al Tillman

OTHERS PRESENT:
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Judd Drake, County Attorney
Opie Bowen, Assistant County Attorney
Reggie McClendon, Assistant County Attorney
Julie Moore, Assistant to the County Manager
Jean Howard, Assistant Clerk of Commission
Chris Floore, Assistant to the County Manager
Dave Fortson, Director of Engineering

Commissioner Absent
Commissioner Shepherd

VISITORS/GUESTS:
Jim Gaines, The Telegraph
Anita Oh, WMAZ-TB
Skyler Henry, 41 WMGT

The meeting was called to order by Mayor Robert Reichert.

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

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Schlesinger and carried eight to one, with Commissioners Bivins, DeFoe, Jones, Lucas, and Watkins voting in the affirmative and Commissioner Tillman casting the dissenting vote, the 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 was tabled.

Motion to add item to the agenda:

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Bivins, DeFoe, Jones, Lucas, Tillman and Watkins voting in the affirmative the motion to add the rescinding of the resolution forming the Bibb County Pension Plan was approved.
Discussion

Commission Bechtel stated that he would like to rescind the previous action establishing a Pension Trustees Board for the Bibb County Pension. He would like to see a statement of condition of the fund to evaluate that information from the consultant that was chosen last year.

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Schlesinger and carried seven to one, with Commissioners Bivins, DeFore, Jones, Lucas, and Watkins voting in the affirmative and Commissioner Tillman casting the dissenting vote, the motion to rescind the original resolution To Adopt The Fourth Amendment To The Bibb County Pension Plan of 1968 So As To Establish The Pension Trustee Board, To Designate The Composition of the Board And To Grant The Newly Designated Board Those Powers Formerly Granted To The Macon-Bibb County Commission Under Section 13.03 and the Macon-Bibb County Commission will maintain the role as trustees for the Pension Trustee Board of the Bibb County Pension Plan of 1968 was approved.

B. Executive Session

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Schlesinger and carried eight to one, with Commissioners Bivins, Bechtel, Jones, Lucas, Tillman and Watkins voting in the affirmative, the Commission went into Executive Session for discussion of information which constitutes trade secrets, pursuant to O.C.G.A. 10-1-671 (4).

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Schlesinger and carried eight to one, with Commissioners Bivins, Bechtel, Jones, Lucas, Tillman and Watkins voting in the affirmative, the meeting was opened.

Commission Lucas stated that she would like to see signage placed on the door of the Government Center indicating that the Business License Office had moved to the Annex Building. She also commented that the sign in the Annex Building needs to be corrected showing that Business License has moved from the 3rd floor to the 5th floor. She would also like to review the process for renewing a license since the forms are now on-line.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Prepared by:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Approved by:

Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACTING AS A
COMMITTEE OF THE WHOLE AUTHORIZING THE PREPARATION AND
SUBMISSION FOR ACTION OF SUCH SEPARATE ORDINANCES AND
RESOLUTIONS AS NECESSARY TO ADOPT EARLY RETIREMENT INCENTIVE
PROGRAMS FOR THE ELIGIBLE PARTICIPANTS OF THE MACON-BIBB COUNTY
PENSION PLAN, THE DIVISION A PENSION PLAN, AND THE FIRE AND POLICE
EMPLOYEES’ PENSION BEGINNING AT THE NEXT REGULARLY SCHEDULED
COMMISSION MEETING; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County (the “Employer”) maintains the Macon-Bibb County
Pension Plan, the Division A Pension Plan, and the Fire and Police Employees’ Pension Plan
(the “Pension Plans”); and

WHEREAS, the Employer desires to adopt Early Retirement Incentive Programs (the
“Programs”) for certain Participants of each of the Pension Plans who meet the eligibility
requirements of the Programs (“Eligible Participants”), which will allow such Eligible
Participants the opportunity to make a one-time election to currently retire from employment
with additional benefits; 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 Macon-Bibb County Commission
hereby authorizes the preparation and submission for action of such separate Ordinances and
Resolutions as necessary to adopt Early Retirement Incentive Programs for the Eligible
Participants of the Pension Plans beginning at the next regularly scheduled Commission meeting,
in accordance with the Early Retirement Options attached hereto as Exhibit “A” and
incorporated herein by reference.

BE IT FURTHER RESOLVED that the Mayor, County Administrator, Human
Resources Director, Finance Director, and County Attorney are authorized by the Employer to
execute all documents necessary to implement the Early Retirement Incentive Programs
following their approval and adoption, including any amendments to the Pension Plans, the
Other Post Employment Benefits (OPEB) Trust Agreement, or the Health Reimbursement
Arrangement (HRA) Agreement, and to take all further actions necessary to carry out the intent and purposes of the foregoing resolution.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

SO RESOLVED this ____ day of ________________, 2015.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
JEAN S. HOWARD, CLERK OF COMMISSION
Early Retirement Options

Objective

The objective is to be consistent with each pension system and allow for an attractive option for early retirement if the employee would like to retire. No employee under any circumstances is being forced to retire as this is a voluntary election. This option is for active employees only not for vested or former employees.

Window

This opportunity is good for only a few weeks after the county commission approval. During this window period employees must declare their intent and fill out necessary retirement paperwork. Human Resources must have filled out necessary calculations and paperwork for each employee to make an informed decision. Each employee must make an appointment with Human Resources as they cannot assume each person eligible to retire will retire.

Currently there are 360 employees eligible for retirement –

- Former County employees - 146
- Fire - 67
- Former Macon Police - 42
- Former City employees - 105
- Total - 360

Window opens: June 1, 2015 or upon commission approval

Window closes: July 31, 2015 as plans indicate 60 day notice of retirement

Retirement effective on or before September 30, 2015

Payout

In each plan it is the intent to include annual leave in the payout. Credit will be given from September 30th to December 31st. Sick leave will be used first to bridge service. Additional use of the bridge will be up to two years will be made available. It is the intent if the employee does
Early Retirement Options

desire to retire that he/she will not be hired back as a consultant working part-time as it defeats the purpose of these options.

County – The calculation will be through December 31, 2015 as if the employee was present to determine the highest three calendar years of payroll. In other words it is the intent that the employee will receive the same benefits he/she would have gotten if the/she would have retired as of December 31, 2015 since the calculation must be made on a calendar year basis.

City – The calculation will be through December 31, 2015 as if the employee was present to determine the highest three calendar years of payroll. In other words it is the intent that the employee will receive the same benefits he/she would have gotten if the/she would have retired as of December 31, 2015 since the calculation must be made on a calendar year basis.

Fire and Police – The calculation will be through December 31, 2015 as if the employee was present to determine the highest three calendar years of payroll. In other words it is the intent that the employee will receive the same benefits he/she would have gotten if the/she would have retired as of December 31, 2015 since the calculation must be made on a calendar year basis.

Multiplier

During the window period only the new multiplier will apply. After the window closes, the plan will return to the previous rate. In other words:

<table>
<thead>
<tr>
<th></th>
<th>Window Only</th>
<th>Regular</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire and Police</td>
<td>2.50%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Macon-Bibb County</td>
<td>2.25%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Division A</td>
<td>2.0%</td>
<td>1.52% up to $1,250 avg. mo. comp.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.9% excess of $1,250 avg. mo. comp.</td>
</tr>
</tbody>
</table>

Fire and Police do not have social security taken out of their pay. This plan is a closed plan with no new participants. Macon-Bibb County is the current plan that all new employees hired after January 1, 2014 are placed into. Division A is the old City of Macon general employees’ retirement plan and is a closed system.
Early Retirement Options

Normal Retirement

<table>
<thead>
<tr>
<th>Plan</th>
<th>Years of Service</th>
<th>Age</th>
<th>Mandatory Retirement Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire and Police -</td>
<td>25</td>
<td>50</td>
<td>70</td>
</tr>
<tr>
<td>Macon-Bibb County - Law Enforcement</td>
<td>30</td>
<td>60</td>
<td>70 1/2</td>
</tr>
<tr>
<td>Cap - none</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division A -</td>
<td>5 or more</td>
<td>60</td>
<td>None</td>
</tr>
<tr>
<td>Cap - none</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Health Care supplemental

During the window period only the new supplemental factor will apply. After the window closes the offer will revert to the most previous rate. In other words:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Window Only</th>
<th>Regular</th>
<th>After window</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire and Police -</td>
<td>$200 per month</td>
<td>$100 per month</td>
<td>$100/month</td>
</tr>
<tr>
<td>Macon-Bibb County -</td>
<td>$200 per month</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Up to the age of 65</td>
<td>$388 per mo. After 65</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Division A</td>
<td>$200 per month</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Only for the County plan - $388 monthly supplemental is available only for the former County employees under their old governmental arrangement once the employee reaches 65 but until then the retiree, during this window opportunity, could get $200 per month. It is proposed that
Early Retirement Options

once the $388 provision is offered during this window, it will not be available once the window closes. The $388 currently is paid from the OPEB trust fund. The Fire and Police have a $100 per month supplemental currently offered to all retirees and it is proposed for the window only to increase it to a total of $200 per month paid from the retirement funds. Division A does not have any supplemental so to be consistent the $200 monthly supplemental is proposed during this window, whereby these funds will come from the OPEB account.

Bridge of Service

The bridge of service is available to all three plans, if needed, for years of service or age to get to the needed retirement level. This does not apply to any employee who has already met his/her early or normal eligibility requirements for retirement. Any of the eligible employees who have met his or her early or normal retirement eligibility may be credited with up to two years or service or two years of age so that they may meet the required service and/or age to qualify for early or normal retirement. The employees’ pension will be based on meeting the required service and time to retire early or normal. Any additional service credit that is granted for eligibility purposes will not be used to increase the dollar amount of your early or normal retirement pension. For example, if an employee has twenty-three years of service but needs twenty-five years to qualify for retirement then the bridge of service will get him/her into that window and the years of service for the calculation of retirement will be 25 years of service.

Examples

These are hypothetical examples used to show the individual employee impact. Actual numbers are calculated by Human Resources Department to give the individual his/her specific value. It is anticipated the retirement date is between July 1, 2015 and September 30, 2015. Human Resource has provided average numbers provided in this calculation. An average employee eligible to retire has been calculated with an average salary and average years of service. The averages vary in each department and based on each retirement system calculations. The fire and police have been separated for the former City of Macon retirement system, the law enforcement has been separated from the general employees of the former Bibb County plan. No individual or department has been targeted to retire or requested to retire. It is an attempt to provide a fair and consistent option given the three different systems. Human Resources will calculate each individual to find their exact numbers.
Early Retirement Options

Fire and Police Retirement

<table>
<thead>
<tr>
<th>Retire</th>
<th>Window</th>
</tr>
</thead>
<tbody>
<tr>
<td>fired</td>
<td>Retire</td>
</tr>
<tr>
<td>41 former city police officers, now sheriff deputies, ready to retire, have an average salary of $45,671.55 and an average monthly income of $3,805.96 and an average years of service 30.8 years</td>
<td>Now</td>
</tr>
<tr>
<td>$2,344.47</td>
<td>$2,930.59</td>
</tr>
<tr>
<td>Increase</td>
<td></td>
</tr>
<tr>
<td>Calculation: $3,805.96 x .025 x 30.8 years = $2,930.59</td>
<td>25% increase</td>
</tr>
<tr>
<td>Average Fire and Police monthly increase</td>
<td>$668.18</td>
</tr>
</tbody>
</table>
Early Retirement Options

Macon-Bibb County Retirement

An average 57 Law Enforcement employees from the Sheriff Department are eligible to retire, with an average salary of $48,628.21 or $4,052.35 per month. Average years of service of 22.70 years

<table>
<thead>
<tr>
<th>Window</th>
<th>Now</th>
<th>During</th>
<th>After</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.0%</td>
<td>2.25%</td>
<td>2.0%</td>
</tr>
</tbody>
</table>

Macon-Bibb County - Law Enforcement

Increase

$1,839.77 $2,069.74 $1,839.77

Calculation - $4,052.35 x .0225 x 22.7 years = $2,069.374
12.5% increase

An average 87 former Bibb County general employees are eligible to retire, with an average salary of $52,754.30 or $4,396.19 per month. Average years of service of 22.25 years

<table>
<thead>
<tr>
<th>Window</th>
<th>Now</th>
<th>During</th>
<th>After</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.0%</td>
<td>2.25%</td>
<td>2.0%</td>
</tr>
</tbody>
</table>

Macon-Bibb County - General employees

Increase

$1,956.30 $2,200.84 $1,956.30

Calculation - $4,396.19 x .0225 x 22.25 years = $2,200.84
12.5% increase

Average Former County Law Enforcement and General Employees $237.25
Early Retirement Options

Division A Retirement

101 eligible employees to retire from the former City of Macon have an average salary of $38,671.94 or $3,222.66 per month.

Average years of service of 20.94 years

<table>
<thead>
<tr>
<th></th>
<th>1.75%</th>
<th>2.0%</th>
<th>1.75%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average of 1.75% or</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.52% of first $1,250.00</td>
<td>$397.86</td>
<td>$0</td>
<td>$397.86</td>
</tr>
<tr>
<td>1.90% of that over $1,250</td>
<td>$784.84</td>
<td></td>
<td>$784.84</td>
</tr>
<tr>
<td>Total Increase</td>
<td>$1,182.70</td>
<td>$1,349.65</td>
<td>$1,182.70</td>
</tr>
<tr>
<td>Calculation - $3,222.66 x .02 x 20.94 years = $1,349.65</td>
<td></td>
<td>14.1% Increase</td>
<td></td>
</tr>
</tbody>
</table>

Summary

Since each employee is unique this is simply used as a guide to capture the average of those eligible to retire.

| Multiplier-Fire | Fire & Police | $750.23 |          | 2.5%      |
| Multiplier-Police |              | $0      |          | 2.25%     |
| Multiplier - Law enforcement |          | $0      | $229.27  | 2.0%      |
| Multiplier - County employees |          | $0      | $237.26  | 2.0%      |
| Multiplier - City employees |          | $0      | $166.95  | 2.0%      |
| Supplemental |          | $100.00** | $200.00* | 2.0%      |

Page | 7
Early Retirement Options

Total monthly increase in retirement benefits for the average employee

- $768.18
- $437.26
- $412.67

*This is offered until the employee reaches 65 and then the $388 benefit will take effect.

**This is an additional $150 per month for supplemental insurance. Currently all retirees are entitled to $100 per month supplemental and this will raise it to $200 per month during this window only making it comparable to the other plans.

Funding Source and estimated increase in Annual Required Contribution

<table>
<thead>
<tr>
<th></th>
<th>Fire &amp; Police</th>
<th>Macon-Bibb County</th>
<th>Division A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiplier</td>
<td>$1,169,503</td>
<td>$681,000</td>
<td>$1,022,963</td>
</tr>
<tr>
<td>Supplemental</td>
<td>$358,719</td>
<td>$360,000*</td>
<td>$584,860</td>
</tr>
<tr>
<td>Cap to 90%</td>
<td>$143,490</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge</td>
<td>$44,749</td>
<td>$44,749</td>
<td>$44,749</td>
</tr>
<tr>
<td>Total Annual Required Contribution</td>
<td>$1,716,461</td>
<td>$1,085,749</td>
<td>$1,652,572</td>
</tr>
</tbody>
</table>

- $200 per month for those in the window period. This will be eligible for those at retirement age but less than 65. Once over 65 then they are eligible for the $388 per month benefit.

Estimated cost savings to payroll from reduced payroll per the actuary

<table>
<thead>
<tr>
<th></th>
<th>Fire &amp; Police</th>
<th>Macon-Bibb County</th>
<th>Division A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary savings- per actuary</td>
<td>($1,315,710)</td>
<td>($4,736,000)</td>
<td>($5,980,054)</td>
</tr>
<tr>
<td>Total estimated annual contribution increase</td>
<td>$4,454,782</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total estimated salary reduction per actuary</td>
<td>($12,031,764)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Assume re-hire 50% at a five step reduction in pay scale and each step is 4% or a 20% reduction of pay

- $5,000,000 estimate as it is not known who retires

Not funding of vacancies

- $(3,000,000)

Less benefits

- $(1,500,000)

Net savings to budget

- $(7,076,982)
Early Retirement Options

One-time Payment

Another unrelated option is to provide $10,000 cash to each employee those retirees in the window time frame. This would not involve any retirement multipliers or supplemental discussion or bridges but target only those eligible to retire. This would be a one-time cost to the General Fund of up to $3,600,000 assuming 100% of eligible employee’s take the cash out option. It is not recommended to couple the cash out option with the other options. Unlike the previous retirement option, which is spread out over a long period of time, this option is an immediate one-time cost. This option will most likely get fewer employees retiring.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING MICHAEL M. KAPLAN AS THE FIFTH MEMBER OF THE BIBB COUNTY BOARD OF ELECTIONS FROM A LIST OF NOMINEES PROVIDED BY THE FOUR PARTisan APPOINTEES TO THE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Bibb County Board of Elections was created by the Georgia Legislature (1969 Ga. Laws, Page 3331) and ratified by a majority of the qualified voters of Bibb County; and

WHEREAS, the Board of Elections is composed of five members who serve two year terms, four of whom are appointed by the two political parties receiving the highest and second highest numbers of votes, respectively, in the previous election; and

WHEREAS, the fifth member of the Board of Elections shall be appointed by the Macon-Bibb County Commission from a list of one or more nominees submitted by a majority of the four partisan appointees to the Board of Elections; and

WHEREAS, Board of Elections members must reside in Macon-Bibb County and cannot hold elective public office while serving on the Board; and

WHEREAS, the four appointed members of the Board of Elections have nominated the following candidates for appointment as the fifth member of the Board: Martha Grant, Michael M. Kaplan, Betty Lamb, Kenneth Moye, W. Charles Murphy, Jerry Oliver, Quinton Tard, Leroy Thomas, and LaConstance Thomas Smith; and

WHEREAS, Mayor Robert A. B. Reichert has recommended that Michael M. Kaplan be appointed the fifth member of the Bibb County Board of Elections.

NOW, THEREFORE, BE IT RESOLVED and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission appoints Michael M. Kaplan to the Bibb County Board of Elections for a two year term beginning immediately upon the approval of this Resolution and ending March 31, 2017. This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

SO RESOLVED this _____ day of ______________, 2015.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________________________
JEAN S. HOWARD, CLERK OF COMMISSION
Tuesday, April 14, 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

Subject: A. Approval of Minutes From Meeting on March 24, 2015
Meeting: Apr 14, 2015 - PUBLIC SAFETY COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

2. TRAFFIC FATALITIES

Subject: B. An Ordinance Amending Article VI of Chapter 2 of The Code To Create And Establish A Pedestrian Fatality Review Board
Meeting: Apr 14, 2015 - PUBLIC SAFETY COMMITTEE
Category: 2. TRAFFIC FATALITIES
Access: Public
Type: Action

SPONSORED BY: COMMISSIONER ELAINE LUCAS

File Attachments
4-14-2015 - Ord Amend Art VI Chap 2 Pedestrian Fatality.pdf (481 KB)
PUBLICATION COMMITTEE

MINUTES

March 10, 2015

The Public Safety Committee was called to order by Committee Chairman Shepherd.

COMMITTEE MEMBERS PRESENT:
Commissioner Mallory Jones
Commissioner Larry Schlesinger
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
Jean Howard, Clerk of Commission
Chris Floore, Asst. to the County Manager
Opie Bowen, Assistant County Attorney
David Fortson, Director of Engineering

NEWS MEDIA:
Jim Gaines, The Telegraph
Skyler Henry, 41 WMGT
Malcolm Johnson, WGXA Fox 24

VISITORS/GUESTS:

1. Approval of Minutes from Meeting on March 10, 2015

ACTION:

On motion of Commissioner Schlesinger, seconded by Commissioner Jones, and carried unanimously with Commissioners Watkins and Lucas voting in the affirmative, the minutes of the March 10, 2015 meeting were approved as written.

2. Traffic Fatalities

A. Update from Traffic Division On Traffic Fatalities and Preventive Actions Being Taken

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 the Health Department had declared the traffic fatalities as a public health issue. Commission Lucas stated Jessica Walden, Violet Poe and the Mercer University Center for Collaborative Journalism have agreed to be on the Committee.
ACTION:

On motion of Commissioner Schlesinger and seconded by Commissioner Lucas with Commissioners DeFore, Tillman and Watkins voting in the affirmative the County Attorney is instructed to have legal draft a resolution to be presented at the next meeting in regards to forming a committee to deal with the problem of traffic fatalities.

There being no further business, and on motion duly made and seconded, the meeting was adjourned.

Prepared by:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard
Clerk of the Commission
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING ARTICLE VI OF CHAPTER 2 OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY, GEORGIA TO CREATE AND ESTABLISH A PEDESTRIAN FATALITY REVIEW BOARD; AND FOR OTHER PURPOSES.

WHEREAS, an increase in the number of accidents involving pedestrians on roads located in Macon-Bibb County has been recognized by the Commission; and

WHEREAS, as such, the Commission wishes to establish a Pedestrian Fatality Review Board; and

WHEREAS, the Pedestrian Fatality Review Board shall review all fatal accidents involving pedestrians in Macon-Bibb County in order to ensure that proper safety protocols are in place; and

WHEREAS, furthermore, the Pedestrian Fatality Review Board shall work to ensure that all roads, streets, alleys, and other roadways in Macon-Bibb County are safe for pedestrian use; and

WHEREAS, this ordinance change will create and establish a Pedestrian Fatality Review Board and define the duties, membership, and other characteristics of such Board; and

WHEREAS, this ordinance change will benefit the safety 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 ordained by authority of the same that:

Section 1

Article VI of Chapter 2 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to add Section 2-849 through Section 2-857 and shall read as follows:

DIVISION 14. PEDESTRIAN FATALITY REVIEW BOARD

Sec. 2-849. Board created.
Sec. 2-850. Duties; mission.
Sec. 2-851. Board member appointments.
Sec. 2-852. Board member qualifications.
Sec. 2-853. Meetings of the board.
Sec. 2-854. Summons.
Sec. 2-855. Macon-Bibb County not bound by board contracts.
Sec. 2-856. Acceptance of gifts and grants.
Sec. 2-857. Money; disposition.
Sec. 2-858. Reserved.

Sec. 2-849. Board created.

There is hereby created a body known as the “Pedestrian Fatality Review Board.”

Sec. 2-850. Duties; mission.

(a) There is hereby established in Macon-Bibb County a body known as the “Pedestrian Fatality Review Board”, referred to throughout this division as the Board. The Board shall be responsible for monitoring, reviewing, and evaluating all pedestrian fatalities that occur in Macon-Bibb County. The Board shall determine the cause of each such pedestrian fatality and prepare recommendations stating how such an accident can be prevented in the future. In addition, the Board shall prepare recommendations for additional safety protocols that can be implemented in the area of each pedestrian fatality to ensure the area is safe for pedestrian traffic.

(b) In addition to the review of areas involving pedestrian fatalities, the Board shall work to ensure that proper safety protocols and precautions are in place to protect pedestrian traffic on all roads, streets, alleys, and other roadways in Macon-Bibb County in order to prevent future accidents, as necessary.

Sec. 2-851. Board members appointments.

(a) The Board shall consist of six (6) members as follows:

1. The Mayor, or his/her designee; and

2. Two (2) members from the Bibb County Sheriff’s Office, who shall be appointed by the Sheriff and who shall be current employees of the Bibb County Sheriff’s Office; and

3. One (1) member from the Macon-Bibb County Commission to be appointed by the Mayor and approved by the Macon-Bibb County Commission; and

4. The Director of the Macon-Bibb County Facilities Management Department, or his/her designee; and
(5) The Traffic Engineer of Macon-Bibb County, or his/her designee; and

(6) One (1) citizen at large from the community to be appointed by the Mayor and approved by the Macon-Bibb County Commission.

(b) Each such appointed member shall serve a term of five (5) years, or until a successor is appointed and, if necessary, confirmed.

(c) The appointment of the members of the Board shall be made by the Mayor and submitted to the Macon-Bibb County Commission for confirmation within thirty (30) days. Vacancies among the members of the commission, other than by expiration of term, shall be filled by appointment by the mayor, subject to confirmation of the Macon-Bibb County Commission, for the unexpired term in which the vacancy occurs.

Sec. 2-852. Board members qualifications.

In order to be eligible for appointment to the Board, a person must live inside the county limits of Bibb County, Georgia, must be at least eighteen (18) years of age, and must be vitally interested in the safety of pedestrians on roadways in Macon-Bibb County.

Sec. 2-853. Meetings of the board.

The Board shall meet at least twice per calendar year, however, the Board shall also have the authority to meet as often as it deems necessary in order perform its duties.

Sec. 2-854. Summonses.

The Board shall have the right to issue such summonses to such persons as it shall deem appropriate for the proper determination of the facts surrounding each pedestrian fatality and subpoena such documentary evidence as shall be needful to complete its investigation.

Sec. 2-855. Macon-Bibb County not bound by board contracts.

The Board shall not have the power or authority to bind Macon-Bibb County by any contract, agreement, financial obligation, indebtedness of any kind, or otherwise. No contract, financial obligation or indebtedness, incurred by the Board, shall ever be a claim or charge against Macon-Bibb County or a lien on any Macon-Bibb County property which might have been improved as a result of any contract, financial obligation or indebtedness made or incurred by the Board.

Sec. 2-856. Acceptance of gifts and grants.

The Board shall not be authorized, without the prior official approval of the Mayor and the Macon-Bibb County Commission in writing, to accept any grant, gift or devise or real estate or grant or bequest of money or other personal property or any donation to be applied, principal or income, for any purpose authorized by this article, if the acceptance of any such grant, gift, bequest or devise will subject Macon-Bibb County to any expense or liability.
Sec. 2-857. Money; disposition.

All money received by the Board from whatever source derived shall be deposited with the director of finance of Macon-Bibb County to the account of the Pedestrian Fatality Review Board to be used for financing functions of the Board.

Sec. 2-858. Reserved.

Section 2

It is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 3

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full
force and effect.

Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

Section 5.

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this ____ day of ______________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission

(SEAL)
Tuesday, April 14, 2015
FACILITIES AND ENGINEERING COMMITTEE

Commissioner Mallory Jones - Chairman
Commissioner Al Tillman - Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Steve Layson - Staff Contact

1. APPROVAL OF MINUTES

Subject  A. Approval of Minutes From Meeting on March 10, 2015
Meeting    Apr 14, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category  1. APPROVAL OF MINUTES
Access     Public
Type       Minutes

2. GRANTING ENCROACHMENTS

Subject  A. A Resolution Authorizing The Mayor to Grant An Encroachment Totaling
940.07 Square Feet For Property Located at 745 Cherry Street To RDG Ventures,
LLC For Fair Market Value of $10,340.77
Meeting    Apr 14, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category  2. GRANTING ENCROACHMENTS
Access     Public
Type       Action

File Attachments
4-14-2015 - Res Encroachment 940.07 ft 745 Cherry value of $10340.77.pdf (537 KB)
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

March 10, 2015

The Facilities and Engineering Committee was called to order by Committee Chairman Al Tillman.

COMMITTEE MEMBERS PRESENT:  OTHERS PRESENT:
Commissioner Mallory Jones  Mayor Robert A. B. Reichert
Commissioner Scotty Shepherd  Commissioner Virgil Watkins
Commissioner Gary Bechtel  Commissioner Elaine Luca
Commissioner Ed DeFore  Mayor Pro Tem Bert Bivins
Commissioner Al Tillman  Commissioner Larry Schlesinger
Judd Drake, County Attorney

NEWS MEDIA:
Jim Gaines, The Telegraph  Janice Ross, Training & Events Coordinator
Anita Oh, WMAZ TV  Jean Howard, Clerk of Commission

VISITORS/GUESTS:
Chris Floore, Asst. to the County Manager
Reggie McClendon, Assistant County Attorney
Steve Layson, Assistant County Manager
Charles Coney, Assistant County Manager
Crystal Jones, Sr. Assistant County Attorney
Dave Fortson, Director of Engineering

1. Approval of Minutes from the February 10, 2015 meeting

ACTION:

On motion of Commissioner Shepherd seconded by Commissioner Tillman and carried unanimously with Commissioners DeFore, Jones Bechtel and voting in the affirmative, the minutes of the February 10, 2015 meeting were approved.

2. Drainage Problem on Cambridge Way.

Discussion

Dave Fortson, Director of Engineering, stated that he had met with Mr. Higginson regarding the drainage issues that have plagued the parsonage of Martha Bowman Church. After surveying the property, it was obvious that the problem lies with the golf course. Mr. Higginson will get with the owners of the golf course and see if they are willing to do the work necessary to solve the drainage problem.

3. New Business

Discussion

Commissioner Lucas stated that she would like to see a list of roads that are being paved and when the work is scheduled to be completed. She continued that she would like to see an update on paving the next Committee agenda. Mr. Fortson mentioned that the Commission had approved the LMIG paving list but he would get the additional list for the next meeting.
Discussion

Commissioner Lucas asked about the status of the Animal Shelter. Mr. Layson stated that the new shelter was operational and there were approximately 12 dogs and nine cats at the old shelter. The official opening of the new shelter is March 20, 2015 at 2:00 p.m.

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
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO GRANT AN ENCROACHMENT TOTALING 940.07 SQUARE FEET
FOR PROPERTY LOCATED AT 745 CHERRY STREET TO RDG VENTURES, LLC
FOR THE FAIR MARKET VALUE OF $10,340.77; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County owns the right-of-way along Cherry Street in Macon,
Georgia; and

WHEREAS, pursuant to Section 24, Article VI of the Macon-Bibb County Code of
Ordinances, Macon-Bibb County has the authority to grant encroachments to property owners;
and

WHEREAS, RGD Ventures, LLC owns the property located at 745 Cherry Street and
desires to extend this parcel into the Cherry Street right-of-way in order to create uniformity with
previously granted encroachments of adjacent properties; and

WHEREAS, RGD Ventures, LLC has submitted all appropriate documentation and fees
required pursuant Section 24, Article VI of the Macon-Bibb County Code of Ordinances for this
encroachment request to be considered by the Macon-Bibb County Board of Commissioners; and

WHEREAS, the Macon-Bibb County Tax Assessor’s Office has provided an appraisal of
the property, and has valued the property at eleven dollars ($11.00) per square foot; and

WHEREAS, the requested encroachment will total 940.07 square feet, and the sale price
has been calculated to be ten thousand three hundred forty dollars and seventy-seven cents
($10,340.77); and

WHEREAS, a plat showing the area, as well as a legal description of the encroachment,
has been attached hereto as Exhibit A for referenced purposes; and

WHEREAS, RGD Ventures, LLC has agreed to purchase this encroachment at the listed
fair market value price and said confirmation of such has been detailed in the letter attached
hereto as Exhibit B; and

WHEREAS, the sale of this encroachment will not affect the operations of the County,
and will allow this property to be returned to the tax digest for ad valorem taxes to be collected
on said property; 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
Commission authorizes the Mayor to grant an encroachment into Macon-Bibb County right-of-
way totaling 940.07 square feet located at 745 Cherry Street, as detailed and shown in Exhibit A, to RGD Ventures, LLC for the fair market value price of ten thousand three hundred forty dollars and seventy-seven cents ($10,340.77); 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 the Macon-Bibb County Commission authorizes the Mayor to execute any and all documents necessary to accomplish this transaction.

SO RESOLVED this ____ day of __________________, 2015.

By: __________________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ________________________________________

JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

745 Cherry Street Encroachment

Plat and Legal Description
745 Cherry Street

15' Encroachment Requested

All that tract or parcel of land lying and being a portion of the right-of-way of Cherry Street, adjacent to Lot 2B, Square 64, Old City, Macon, Bibb County, Georgia, presently known as 745 Cherry Street and being more particularly described as follows:

Beginning at the point marking the intersection of the present northeast right-of-way of Cherry Street with the southeast right-of-way of New Street Lane, running thence S54°46'50"E distance of 62.67 feet to a point, running thence S34°51'52"W into the right-of-way of Cherry Street a distance of 15.00 feet to a point, running thence N54°46'50"W parallel with the centerline of Cherry Street a distance of 62.76 feet to a point, running thence N35°13'10"E a distance of 15.00 feet to the Point of Beginning.

Tract described above contains 940.07 square feet and represents an encroachment requested by RDG Ventures, LLC, and is shown on a plat by Spencer Johnson, Land Surveyor, said plat dated March 4, 2015 and attached herein as Exhibit “A”.
EXHIBIT B

745 Cherry Street Encroachment

Letter Confirming Purchase Price
Mr. Opie D. Bowen  
Assistant County Attorney  
Macon-Bibb County  
700 Poplar Street, Suite 309  
P.O. Box 247  
Macon, Georgia 31202

Mr. Brown,

On Friday 2/27/15, I purchased the property located at 745 Cherry Street; please see attached survey. I would like to request an encroachment of 15' towards Cherry Street in order that I may align the front of the building I intend to build with the front of the other buildings on Cherry Street.

I am willing to pay fair market value of $10,340.77 for this encroachment.

Please let me know what other information I might provide to help expedite this process.

Thank you very much,

Ryan D. Griffin, Member  
RDG Ventures, LLC
Tuesday, April 14, 2015
MACON - BIBB COUNTY COMMISSION WORK SESSION

LARGE CONFERENCE ROOM
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DEFORE
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLESINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS

1. OPERATION HOPE

Subject: A. Operation HOPE Representative, Jay Bailey
Meeting: Apr 14, 2015 - MACON - BIBB COUNTY COMMISSION WORK SESSION
Category: 1. OPERATION HOPE
Access: Public
Type: Information