Tuesday, March 4, 2014
MACON-BIBB COUNTY PRE-COMMISSION MEETING

5:00 P.M.
Government Center
Large Conference Room

A. CALL TO ORDER

Subject 1. Mayor Robert A.B. Reichert
Meeting Mar 4, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category A. CALL TO ORDER
Access Public
Type Procedural

B. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING
C. ADJOURNMENT
Tuesday, March 4, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:00 P.M.
Government Center
Commission Chamber

1. CALL TO ORDER

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Mayor Robert A.B. Reichert</th>
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<tbody>
<tr>
<td>Meeting</td>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<tr>
<td>Category</td>
<td>1. CALL TO ORDER</td>
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<td>Type</td>
<td>Procedural</td>
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2. PRAYER

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Pre-Commission Meeting on February 18, 2014</th>
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<tr>
<td>Meeting</td>
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<td>Category</td>
<td>4. APPROVAL OF MINUTES</td>
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<td>Recommended Action</td>
<td>Approve</td>
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File Attachments
2-18-2014 Pre Commission Meeting.pdf (146 KB)

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. Regular Commission Meeting on February 18, 2014</th>
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<tr>
<td>Meeting</td>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<tr>
<td>Category</td>
<td>4. APPROVAL OF MINUTES</td>
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<td>Access</td>
<td>Public</td>
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<td>Action</td>
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<td>Recommended Action</td>
<td>Approve</td>
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File Attachments
5. INVITED GUESTS
6. PUBLIC COMMENTS ON AGENDA ITEMS
7. REPORTS FROM COMMITTEES AND DEPARTMENTS

Subject  A. Operations & Finance Committee
Meeting  Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access   Public
Type     Report

Subject  B. Economic and Community Development Committee
Meeting  Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access   Public
Type     Report

Subject  C. Public Safety Committee
Meeting  Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access   Public
Type     Report

Subject  D. Facilities and Engineering Committee
Meeting  Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access   Public
Type     Report

8. CONSENT AGENDA

Subject  A. Resolution recognizing March 2014 as Women's History Month
Meeting  Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  8. CONSENT AGENDA
Access   Public
Type     Action
Recommended Action  Adopt Resolution

File Attachments
Women's History Month.pdf (155 KB)
### 9. OLD BUSINESS

<table>
<thead>
<tr>
<th>Subject</th>
<th>Action</th>
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<tbody>
<tr>
<td><strong>A. Resolution regarding an RFQ for a Consultant to do a Needs Analysis for a Disparity Study</strong></td>
<td>To Adopt Resolution</td>
</tr>
<tr>
<td><strong>B. Resolution regarding the hiring of a Director of the Office Small Business Affairs</strong></td>
<td>Adopt Resolution</td>
</tr>
<tr>
<td><strong>C. Resolution for Public Safety SPLOST-funded emergency equipment for Sheriff's Department vehicles</strong></td>
<td>Adopt Resolution</td>
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<tr>
<td><strong>D. Ordinance to fund position of Assistant Solicitor</strong></td>
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<tr>
<td>Recommended</td>
<td>Adopt Ordinance</td>
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**File Attachments**

- Assistant State Court Solicitor Position.pdf (7 KB)

<table>
<thead>
<tr>
<th>Subject</th>
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<tr>
<td><strong>E. Ordinance regarding improvements at Lake Tobesofkee</strong></td>
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<tr>
<td>Meeting</td>
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<tr>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<tr>
<td>Category</td>
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<td>9. OLD BUSINESS</td>
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<tr>
<td>Recommended Action</td>
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<td>Adopt Ordinance</td>
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**File Attachments**

- Lake Tobesofkee Improvements.pdf (7 KB)

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<tr>
<th>Subject</th>
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<tr>
<td><strong>F. Ordinance to fund temporary Assistant Engineer position</strong></td>
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<tr>
<td>Meeting</td>
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<tr>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Category</td>
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<td>Recommended Action</td>
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**File Attachments**

- Engineering Temp Employee.pdf (7 KB)

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<thead>
<tr>
<th>Subject</th>
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<tr>
<td><strong>G. Ordinance to fund salaries and benefits for the Director of Small Business Affairs (Designated in Consolidation Bill)</strong></td>
</tr>
<tr>
<td>Meeting</td>
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<tr>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Category</td>
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<td>9. OLD BUSINESS</td>
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<td>Access</td>
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<td>Type</td>
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<tr>
<td>Action</td>
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<tr>
<td>Recommended Action</td>
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<tr>
<td>Adopt Ordinance</td>
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**File Attachments**

- Director of Small Business Affairs.pdf (7 KB)
Subject: H. Ordinance to transfer funds from E911 to Sheriff's Department
Meeting: Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Adopt Ordinance

File Attachments
Sheriff's Dept. Communications Positions.pdf (66 KB)

Subject: I. Ordinance to transfer funds from Commissary Fund to replace air handlers in the jail
Meeting: Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Adopt Ordinance

File Attachments
Air Handlers in the Jail.pdf (7 KB)

Subject: J. Ordinance to transfer funds from Fund Balance to Bowden Golf Course for improvements
Meeting: Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Adopt Ordinance

File Attachments
Bowden Golf Course Golf Carts.pdf (7 KB)

Subject: K. Resolution to purchase ten (10) lots and establish Oak Haven Park using CDBG Funds
Meeting: Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action

File Attachments
Purchase of ten lots with CDBG Funds.pdf (2,675 KB)

Subject: L. Resolution to support submission of a GDOT Gateway Grant for Pio Nono/Rocky Creek Intersection of I-75
Meeting: Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Adopt Resolution

File Attachments
Gateway Grant.pdf (496 KB)

Subject: M. Resolution for the construction of the Macon-Bibb County Animal Shelter
Meeting: Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Adopt Resolution

File Attachments
Construction of Animal Shelter.pdf (2,900 KB)

Subject: N. Resolution to adopt a policy for naming and renaming parks, facilities and streets owned by Macon-Bibb County
Meeting: Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Adopt Resolution

File Attachments
Naming and Renaming Policy for Streets.pdf (412 KB)
<table>
<thead>
<tr>
<th><strong>Subject</strong></th>
<th><strong>A. Resolution for Self-Insured Certification for Workers Compensation</strong></th>
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<tbody>
<tr>
<td><strong>Meeting</strong></td>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<tr>
<td><strong>Category</strong></td>
<td>10. NEW BUSINESS</td>
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<td><strong>Access</strong></td>
<td>Public</td>
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<td><strong>Type</strong></td>
<td>Action</td>
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<tr>
<td><strong>Recommended Action</strong></td>
<td>Refer to Operations &amp; Finance Committee</td>
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**File Attachments**
- Self-Insured Certification for Workers Comp.pdf (127 KB)

<table>
<thead>
<tr>
<th><strong>Subject</strong></th>
<th><strong>B. Ordinance regarding the operation of Ambulance Services</strong></th>
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<tbody>
<tr>
<td><strong>Meeting</strong></td>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Public</td>
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<td><strong>Type</strong></td>
<td>Action</td>
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<tr>
<td><strong>Recommended Action</strong></td>
<td>Refer to Public Safety Committee</td>
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**File Attachments**
- Ambulance Service.pdf (515 KB)

<table>
<thead>
<tr>
<th><strong>Subject</strong></th>
<th><strong>C. Ordinance to Amend FY 14 Parks &amp; Rec budget for Freedom Park</strong></th>
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<tbody>
<tr>
<td><strong>Meeting</strong></td>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td><strong>Type</strong></td>
<td>Action</td>
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<tr>
<td>Subject</td>
<td>D. Resolution regarding streets and drainage systems in Beaumont Heights Subdivision</td>
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<tr>
<td>Meeting</td>
<td>Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Type</td>
<td>Action</td>
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<td>Recommended Action</td>
<td>Refer to Facilities and Engineering Committee</td>
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<td>File Attachments</td>
<td>Beaumont Heights.pdf (253 KB)</td>
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<thead>
<tr>
<th>Subject</th>
<th>E. Resolution regarding the Cherry Blossom Music Festival in Downtown Macon</th>
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<tbody>
<tr>
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<td>Type</td>
<td>Action</td>
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<tr>
<td>Recommended Action</td>
<td>Refer to Economic and Community Development Committee</td>
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<td>File Attachments</td>
<td>Resolution regarding Open Containers for Cherry Blossom Music Festival.pdf (13 KB)</td>
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<thead>
<tr>
<th>Subject</th>
<th>F. New 2014 Alcoholic Beverage License for Raceway located at 5127 Mercer University Drive</th>
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<tbody>
<tr>
<td>Meeting</td>
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<td>Action</td>
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<td>Recommended Action</td>
<td>Approve</td>
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<tr>
<td>File Attachments</td>
<td>alcoholic beverage licenses Raceway and Texaco.pdf (123 KB)</td>
</tr>
</tbody>
</table>
G. New 2014 Alcoholic Beverage License for Texaco located at 4476 Ocmulgee East Blvd.

Meeting Mar 4, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category 10. NEW BUSINESS

Access Public

Type Action

Recommended Action Approve

File Attachments
alcoholic beverage licenses Raceway and Texaco.pdf (123 KB)

11. GENERAL PUBLIC COMMENTS
12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
February 18, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on February 18, 2014 at 5:00 P.M. in the large conference at Government Center.

Commission Members Present

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, Ill
Commissioner Elaine Lucas
Commissioner Larry Schlesinger

Commissioner Scotty Shepherd
Commissioner Mallory Jones, Ill
Commissioner Virgil Watkins
Commissioner Al Tillman

Absent:

Commissioner Gary Bechtel

Staff Present

Dale Walker – County Manager
Judd Drake – County Attorney
Stuart Morelli – Asst. County Attorney
Shelia Thurmond – Clerk of Commission
Steve Layson – Asst. County Manager
Charles Coney – Asst. Co. Mgr. (Operations)
Chris Floore – Asst. to Co. Mgr. – Public Affairs
Julie Moore – Asst. to Co. Mgr. - Strategic Planning & Budget
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Doron Dvorak – Compliance Officer
Christy Iulucci – Finance Director
Sam Henderson – Exec. Asst. to Board of Commissioners

Guests/Visitors

Attorney Virgil Adams
Adah Roberts

News Media Present

Phillip Ramati – The Telegraph
Anita Oh – 13 WMAZ

The Pre-Commission meeting was called to order by Mayor Robert A. B. Reichert. The Mayor reviewed the agenda items for tonight’s Regular Commission Meeting at 6:00 P.M., and stated that all items under New Business would be referred to a committee.

AGENDA ITEMS:

PRAYER – Dr. Tim McCoy - Ingleside Baptist Church
PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on February 4, 2014
B. Regular Commission Meeting on February 4, 2014

INVITED GUESTS

Dr. Tim McCoy – Ingleside Baptist Church
Mayor Reichert stated it was his intent to recognize and present the Resolution that is listed under the Consent Agenda heading to Dr. McCoy. The approval of the Resolution would be done at the time of presentation.

Gwennette Westbrook and members of the NAACP
Commissioners Bivins and Tillman requested the Black History Month Proclamation be presented to Ms. Westbrook and other NAACP members present at tonight's meeting.

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert asked Committee Chairs to give their Committee reports.

A. Operations and Finance
B. Economic and Community Development
C. Public Safety
D. Facilities and Engineering

Commissioner Tillman asked for clarification on how and when on the Agenda should he disagree with the Committee on renaming the gym at Freedom Park, and ask for a vote to be taken for the item to be placed on the next Regular Commission Agenda. County Attorney Judd Drake advised the action could be taken when he gave his committee report. Commissioner Lucas suggested background checks be done prior to any renaming of facilities.

CONSENT AGENDA

A. A Resolution recognizing Ingleside Baptist Church for honoring Commissioners
   This item received unanimous approval of the Economic and Community Development Committee on February 11th to be moved to the Consent Agenda for adoption at tonight's meeting.

OLD BUSINESS
A. An Ordinance to appropriate $125,460 from Fund Balance to the Board of Elections to fund unexpected expenses.

B. A Resolution of the Macon-Bibb County Commission to adopt the Second Amendment to the Bibb County Pension Plan of 1968.

C. A Resolution of the Macon-Bibb County Commission requesting that the State of Georgia Social Security Coordinator be notified of Macon-Bibb County’s desire to hold a Referendum by its employees participating in or eligible for the Bibb County Plan and Macon Plan A.

D. A Resolution delegating to the Tax Commissioner the authority to waive the collection of amounts representing penalties and interest assessed for failure to pay ad valorem taxes.

E. A Resolution to set the expense allowance for the first day of service for Grand and Traverse Jurors at twenty-five dollars.

F. An Ordinance to appropriate $8,000 from Fund Balance to Clerk of Superior Court.

G. Approval of Retirements: Donald Balkcom of Custodial Services (29 years & five months) and Sheila Jackson of Keep Macon-Bibb Beautiful (15 years).

H. A Resolution to request adoption of a Local Act of the General Assembly establishing a Community Improvement District along Eisenhower Parkway between Interstate 75 and Interstate 475.

I. A Resolution of the Macon-Bibb County Commission approving the request of Jeremy Bryant to put on a fireworks display at Arrowhead Park on Memorial Day Weekend.

J. A Resolution regarding a Disparity Study.

Discussion: It was agreed to go forward with the selection and hiring of a Director of the Office of Small Business Affairs. Mayor Reichert stated the Director would be a Department Head whose hiring would have to be approved by the Commission. The Mayor stated the position has been posted and advertised and has already received a few applications. After concerns were raised by Commissioner Watkins, Bivins, and others about the Disparity Study, it was agreed to refer the Resolution back to Committee for further discussion and clarification.

NEW BUSINESS

A. Supplemental Budget Requests

B. A Resolution appointing agents to Pension Plan.
This Resolution was amended to require two signatures instead of one by the Committee of the Whole for approval at tonight's meeting.

GENERAL PUBLIC COMMENTS

ANNOUNCEMENTS

The Mayor announced the County Attorney requested to meet with Commissioners in Executive Session to discuss pending litigation.

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins, and carried unanimously, the Commission went into Executive Session at 5:32 p.m.


On motion of Commissioner Watkins, seconded by Commissioner Schlesinger, and carried unanimously, the meeting was re-opened.


ADJOURNMENT

There being no further business, and on motion by Commissioner Shepherd, seconded by Commissioner Schlesinger, and carried unanimously, the meeting was adjourned.


Sheila Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR MEETING
MACON-BIBB COUNTY COMMISSION
February 18, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Meeting of the Macon-Bibb County Commission was held on February 18, 2014 at 6:00 P.M. in the Commission Chamber at Government Center.

Commission Members Present

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Virgil Watkins
Commissioner Elaine Lucas
Commissioner Mallory Jones, III

Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Al Tillman
Commissioner Larry Schlesinger

Absent:
Commissioner Gary Bachtel

Staff Present

Dale Walker – County Manager
Julie Moore – Asst. to Co. Mgr., Strategic Planning & Budget
Judd Drake – County Attorney
Stuart Morelli – Asst. County Attorney
Steve Layson – Asst. County Manager – Facilities & Engineering
Charles Coney – Asst. County Manager – Operations & Finance
Shelia Thurmond – Clerk of Commission
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Chris Floore – Asst. to Co. Mgr., Public Affairs
Grant Faulkner – Information Technology
Sam Kitchens – Buildings & Properties
Larry Dunning – Public Works
Kevin Barrere – Public Affairs

News Media Present

Phillip Ramati - The Telegraph
Katelyn Heck - 13 WMAZ
Anita Oh - 13 WMAZ

Guests In Attendance

Gwennette Westbrooks - President, Macon NAACP
Members Macon Branch of the NAACP
Erica Woodford, Clerk, Bibb Superior Court
Sam Hart – Former Bibb Commission Chairman
Delores Harmon
Shawn Stafford
Adah Roberts
Donald Richardson, Jr.
Dr. Lindsey Hollicay
Guests in Attendance (Cont.)

Eli Morgan
George McCanless
Jeff Battcher
Eric Manson

CALL TO ORDER:

The meeting was called to order by Mayor Robert A. B. Reichert.

PRAYER

The prayer was rendered by Dr. Tim McCoy of Ingleside Baptist Church.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

On motion of Commissioner Ed DeFore, seconded by Commissioner Larry Schlesinger, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on February 4th were approved as presented.

Unanimous approval by Commissioners Bert Blvns, Ill, Larry Schlesinger, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

RECOGNITION OF INVITED GUESTS

George McCanless, Jeff Battcher, Eric Manson, and Eli Morgan
Jeff Battcher, on behalf Promise Neighborhood, invited everyone to attend a Health and Safety Fair at the Promise Center at noon on Friday. He stated the Health Fair was part of a Promise Neighborhood Initiative. The Morehouse School of Medicine Band, along with Dr. Montgomery Rice, the first African-American Woman Dean of a Medical School and a graduate of Southwest High School, will be in attendance to provide free dental, glucose checks, blood pressure checks and other health services to not only those in the Promise Neighborhood, but to everybody in the Middle Georgia area. He also stated there would be a navigator onsite to provide assistance with the Affordable Healthcare Act. Dr. Rice is scheduled to address students at 10:00 A.M. prior to meeting with business and community leaders at a luncheon at the Promise Center.

NAACP President Gwennette Westbrooks and members of the local chapter of the NAACP
Mayor Reichert presented a Proclamation proclaiming February as Black History Month to Ms. Westbrooks and other NAACP members present. The Proclamation recognized the many contributions and accomplishments of African Americans in the United States and globally.
Dr. Tim McCoy of Ingleside Baptist Church
Dr. McCoy was invited to render the prayer for tonight’s Regular Commission meeting. Mayor Reichert asked and received unanimous consent to move to the Consent Agenda and present the Resolution of Appreciation to Dr. McCoy and members of Ingleside Baptist Church. Commissioner Mallory Jones was the initial sponsor of the Resolution. Mayor Reichert presented the Resolution and expressed his and the other Commissioners’ appreciation and gratitude to Dr. McCoy and the members of Ingleside Baptist Church for the warm welcome and prayers offered the Commissioners and their families at the their first Sunday service in the new year.

PUBLIC COMMENTS ON AGENDA ITEMS

Shawn Stafford addressed the need for a Disparity Study, which has been referred back to the Finance and Operations Committee. Mr. Stafford stated he has been in business for 14 years and had not received any City contracts and only one County contract, but had received six-eight million dollars in contracts with Valdosta that he brings back to Macon, and wondered why he had received none of the contracts he had bid on with the City. Based on this fact, he felt a Disparity Study was needed.

Anthony Hightower also addressed the need for a Disparity Study. He felt the procurement practices of the new government should be studied and reviewed. He asked that the Resolution be given deep thought going forward.

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Vice-Chair Elaine Lucas reported the committee met on February 11th and approved the following items: An Ordinance to appropriate $125,460 from the Fund Balance to the Board of Elections to fund unexpected expenses; a Resolution to request Macon-Bibb County begin the process of hiring and funding a Director of Small Business Affairs to provide for the collection of data and information necessary to conduct a Disparity Study and to provide for monitoring to ensure minority and small businesses enterprises are being provided meaningful opportunities to contract with Macon-Bibb County.

Economic and Community Development Committee

Committee Chairman Larry Schlesinger reported his committee met on February 11th and approved a Resolution recognizing Ingleside Baptist Church for honoring the Commission; the Committee approved a Resolution to request adoption of a Local Act of the General Assembly establishing a Community Improvement District along Eisenhower Parkway between Interstate 75 and Interstate 475; a report was received from Dale Dougherty on the improvements at the recreation centers. Mr. Dougherty will continue to provide updates to the Committee on a regular basis.

Public Safety Committee

Committee Chairman Scotty Shepherd reported his committee met on February 11th and received a report from Sheriff David Davis on his department since Consolidation. Sheriff
Davis reported his department was working to receive certification from the state as a Level One department. All former police officers are being equipped with Tasers and training on their use. Sheriff Davis invited everyone to visit and view all training being conducted at his office.

Fire Chief Marvin Riggins gave an update on the status and actions being taken to maintain the Fire Department Level One status, and stated the three new fire stations would help in accomplishing this goal.

Facilities and Engineering Committee
Committee Chairman Al Tillman reported his committee met on February 11th and considered the policy for naming and renaming parks, facilities, and streets. This item was tabled and will be reconsidered at the February 25th Committee meeting. The renaming of the Freedom Park Gym for Bishop Frank Ray was also tabled until such time as the policy for naming and renaming streets, parks, and other facilities was approved.

Chairman Tillman stated that he respectfully disagreed with the Committee pursuant to Rule 16-3.

Commissioner Tillman motioned and Commissioner Schlesinger seconded to place the Resolution on the Agenda in two weeks.

Discussion: Commissioner Lucas expressed concern about not having background checks done on persons for which facilities are named. Commissioner Tillman emphasized the importance of naming the Freedom Park Boxing Club in honor of Bishop Frank Ray because of his service to the community and for his role in starting the boxing club in Macon.

The motion was unanimously approved by Commissioners Bert Bivins, III, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

CONSENT AGENDA

A Resolution recognizing Ingleside Baptist Church for honoring Commissioners on the request of Mayor Reichert and by unanimous consent, this Item was moved to the Invited Guests section of tonight's Agenda.


OLD BUSINESS

A. An Ordinance to appropriate $125,460 from Fund Balance to the Board of Elections to fund unexpected expenses.

- Clerk read by caption: A Ordinance of the Commission of Macon-Bibb County Georgia to appropriate $125,460 from Fund Balance to the Board of Elections to fund unexpected expenses due to increased number of Elections in Bibb County occurring prior to June 30, 2014.

Unanimous approval by Commissioners Bert Bivins, III, Larry Schlesinger, Elaine Lucas, Mallory
Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

B. A Resolution of the Macon-Bibb County Commission to adopt the Second Amendment to the Bibb County Pension Plan of 1968.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to adopt the second amendment to the Bibb County Pension Plan of 1968 so as to provide for participation of employees hired on or after January 1, 2014; and for other purposes.


C. A Resolution calling for a Referendum for the Bibb County Plan and Macon Plan A.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission requesting that the State of Georgia Social Security Coordinator be notified of Macon-Bibb County's desire to hold a referendum by its employees participating in or eligible for the Bibb County Plan and Macon Plan A, so as to allow said employees to remain covered by Social Security under a new 218 Agreement between Macon-Bibb County and the Social Security Administration; and for other purposes.


D. A Resolution delegating to the Tax Commissioner the authority to waive the collection of amounts representing penalties and interest assessed for failure to pay ad valorem taxes.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission delegating to the Tax Commissioner of Bibb County the authority to waive the collection of amounts representing penalties and interest assessed for failure to pay Ad Valorem Taxes; for other purposes.


E. A Resolution setting the expense allowance for the first day of service for Grand and Traverse Jurors at twenty-five dollars.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission setting the expense allowance rate for the first day of service for Grand and Traverse Jurors at twenty-five dollars; and for other purposes.


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F. An Ordinance to appropriate $8,000 from Fund Balance to Clerk of Superior Court.
   - Clerk read by caption: A Ordinance of Macon-Bibb County Georgia to appropriate $8,000 from Fund Balance to Clerk of Superior Clerk - to fund an increase of first day expense pay to $25 prior to June 30, 2014.


G. Approval of Retirements: Donald Balkcom of Custodial Services (29 years & five months) and Sheila Jackson of Keep Macon-Bibb Beautiful (15 years).


H. A Resolution to request adoption of a Local Act of the General Assembly establishing a Community Improvement District along Eisenhower Parkway between Interstate 75 and Interstate 475.
   - Clerk read by caption: A Resolution of the Macon-Bibb County Commission to request the adoption of a Local Act of the General Assembly establishing a Community Improvement District along Eisenhower Parkway between Interstate 75 and Interstate 475; and for other purposes.


I. A Resolution of the Macon-Bibb County Commission approving the request of Jeremy Bryant of Jeremy Bryant to put on a fireworks display at Arrowhead Park on Memorial Day Weekend.
   - Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving the request of Jeremy Bryant to put on a fireworks display at Arrowhead Park on Memorial Day Weekend; and for other purposes.


J. A Resolution regarding a Disparity Study.
   - Clerk read by caption: A Resolution of the Macon-Bibb County Commission to request that Macon-Bibb County begin the process of funding Office and hiring a director of Small Business Affairs; to provide for the collection of the data and information necessary to conduct a Disparity Study; and to provide for monitoring to ensure that minority and small business enterprises are
being provided meaningful opportunities to contract with Macon-Bibb County; and for other purposes.


Mayor Reichert stated the process for hiring a Director of Small Business Affairs had begun. He also stated the job description had been formulated and the position had been posted and advertised, and that some applications had been received. Commissioner Watkins, the Resolution’s sponsor, upon hearing the Mayor’s statement agreed to have the Resolution referred back to the Operations and Finance Committee for further discussion and action.

NEW BUSINESS

A. Supplemental Budget Requests

- Referred To: Operations and Finance Committee

B. A Resolution appointing agents to Pension Plan

The Mayor stated the Resolution was added and amended at today’s Pre-Commission meeting.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission, as Trustees of the Macon-Bibb County Pension Plan, (F/K/A the Bibb County Pension Plan of 1968), to appoint County Manager Dale Walker; the Finance Director Christy Iulucci; and the Assistant Finance Director Megan McMahon as agents of said Plan with the authority for any two individuals appointed to act jointly on behalf of the Commission for the purpose of effectuating all directives regarding the monies of said Pension Plan, including but not limited to transfers, liquidations and payment of bills; and for other purposes.


GENERAL PUBLIC COMMENTS

Leroy Thomas commented on the Disparity Study issue and addressed the need for small business opportunities in the Beall’s Hill community.

Commissioner Al Tillman requested a Point of Personal Privilege and extended an invitation to a community forum for District Nine on Monday, February 24th, at 7:00 p.m. The forum will be held at the Macon Mall on the top level in front of the former Sears building. He stated Mayor Robert Reichert would also be in attendance.

ADJOURNMENT
There being no further business and on motion duly made and seconded, and carried unanimously, the meeting was adjourned at 6:44 P.M.


Sheila Thurmond, CCC
Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RECOGNIZE
THE MONTH OF MARCH 2014 AS WOMEN’S HISTORY MONTH; AND FOR
OTHER PURPOSES.

WHEREAS, American women of every race, class, and ethnic background have made
historic contributions to the growth and strength of our Nation, the State of Georgia and Macon-
Bibb County in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play a critical economic,
cultural and social role in every sphere of the Nation, the State of Georgia and Macon-Bibb
County by constituting a significant portion of the labor force working inside and outside of the
home; and

WHEREAS, American women have played a unique role throughout the history of the
Nation, State of Georgia and Macon-Bibb County by providing the majority of the volunteer
labor force; and

WHEREAS, American women were particularly important in the establishment of early
charitable, philanthropic and cultural institutions of our Nation, State of Georgia and Macon-
Bibb County; and

WHEREAS, American women of every race, class and ethnic background served as
early leaders in the early forefront of every major progressive change movement, not only in
securing their own rights of suffrage and equal opportunity, but also in the abolitionist
movement, the emancipation movement, the industrial labor movement, the civil rights
movement and in other movements, especially the peace movement, which created a more just
and fair society for all; and

WHEREAS, despite these contributions, the role of American women has been
consistently overlooked and undervalued in the literature, teaching and study of American,
Georgia and local history; and

WHEREAS, not only during the month of March 2014, but throughout the remainder of the year, it is important that we acknowledge and value the contributions American women have made and continue to make in the Nation and our local communities;

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 recognizes the month of March 2014, as Women's History Month, and urges that the citizens of Macon-Bibb County be mindful of the contributions of American women, throughout the year.

SO RESOLVED this ___ day of March, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: Clerk of the Commission

(SHAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REQUEST THAT MACON-BIBB COUNTY ISSUES A REQUEST FOR QUALIFICATIONS FOR CONSULTING SERVICES TO ANALYZE EXISTING PROCUREMENT PRACTICES TO DETERMINE IF A DISPARITY STUDY MAY BE NECESSARY; AND FOR OTHER PURPOSES.

WHEREAS, disparity studies are systemic analysis of whether disparity exists in a community between the capacity of certain qualified firms to participate in that community's local economy and the number of those firms that actually do participate in the local economy; and

WHEREAS, a result of the science documented in the disparity study, public policy can be implemented to craft specific short-term remedial measures to increase participation by those underutilized firms; and

WHEREAS, the City of Macon attempted to complete its first and only disparity study in 1999, with the assistance of Dr. Tommy Boston of the Georgia Institute of Technology; and

WHEREAS, this study has not been updated since its completion 15 years ago; and

WHEREAS, the circumstances in Macon and Bibb County are likely quite different today than they were in 1999. For instance we know that:

1. The demographics and composition of the community have shifted substantially;
2. The City and County governments are now consolidated;
3. The prevailing case law related to remedial action to correct disparities has changed and evolved over the last 15 years;
4. Technology is vastly different now than it was 15 years ago;
5. There are likely to be other differences/changes that can only be identified by undertaking such a study; and

WHEREAS, at its final meeting on December 17, 2013, the Bibb County Board of Commissioners unanimously recommended that the new consolidated government commission a disparity study; and

WHEREAS, Section 32 of the Macon-Bibb County Charter calls for the creation of a new Office of Small Business Affairs that, among other duties, is charged with increasing opportunities for small, local, minority, women and other historically underutilized businesses; and
WHEREAS, a new disparity study could serve to provide empirical evidence for the Office of Small Business Affairs to utilize in carrying out its duties; and

WHEREAS, such a study could also create justifications for the establishment competent standards, goals, timetables, and policies; 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 Macon-Bibb County should, as soon as is practically possible, issue a request for qualifications for consulting services to analyze the existing Macon-Bibb County procurement practices to determine if a disparity study may be necessary to resolve potential disparities in the procurement process. This consultant should also have the capacity to assist in the drafting of a request for proposals to be used to procure the disparity study, should the consultant determine that such a disparity may exist.

BE IT FURTHER RESOLVED that in drafting the requests for qualifications and any potential request for proposals, the County Manager, the Procurement Department, and any other applicable department, officer, official, or employee shall coordinate with the County Attorney’s office and Compliance officer.

SO RESOLVED this __________ day of ________________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: __________________________
Clerk of the Commission
COMMITTEE AMENDMENT

A resolution of the Macon-Bibb County Commission to request that Macon-Bibb County began the process of funding and hiring a Director of the Office of Small Business Affairs; to provide for the collection of the data and information necessary to conduct a disparity study; and to provide for monitoring to ensure that minority and small business enterprises are being provided meaningful opportunities to contract with Macon-Bibb County; and for other purposes.

WHEREAS, disparity studies are systemic analysis of whether disparity exists in a community between the capacity of certain qualified firms to participate in that community's local economy and the number of those firms that actually do participate in the local economy; and

WHEREAS, as a result of the science documented in the disparity study, public policy can be implemented to craft specific short-term remedial measures to increase participation by those underutilized firms; and

WHEREAS, the City of Macon attempted to complete its first and only disparity study in 1996, with the assistance of Dr. Tommy Boston of the Georgia Institute of Technology; and

WHEREAS, this study has not been updated since its completion 15 years ago; and

WHEREAS, the circumstances in Macon and Bibb County are likely quite different today than they were in 1996. For instance we know that:

1. The demographics and composition of the community have shifted substantially;
2. The City and County governments are now consolidated;
3. The prevailing case law related to remedial action to correct disparities has changed and evolved over the last 15 years;
4. Technology is vastly different now than it was 15 years ago;
5. There are likely to be other differences/changes that can only be identified by undertaking such a study; and

WHEREAS, at its final meeting on December 17, 2013, the Bibb County Board of Commissioners unanimously recommended that the new consolidated government commission a disparity study; and
WHEREAS, Section 32 of the Macon-Bibb County Charter calls for the creation of a new Office of Small Business Affairs that, among other duties, is charged with increasing opportunities for small, local, minority, women and other historically underutilized businesses; and

WHEREAS, a new disparity study could serve to provide empirical evidence for the Office of Small Business Affairs to utilize in carrying out its duties; and

WHEREAS, such a study could also create justifications for the establishment competent standards, goals, timetables, and policies; and

WHEREAS, the hiring of a Director of the Office of Small Business Affairs and the collection of data concerning MBE status, race, gender and ethnicity information of businesses contracting with Macon-Bibb County, along with monitoring to ensure that minority and small business enterprises are provided meaningful opportunities to contract with Macon-Bibb County will help lay the necessary groundwork for preparation of a disparity study for Macon-Bibb County; 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 Macon-Bibb County should, as soon as practically possible, have the County Manager, or his designee, prepare an Amended Budget Change (ABC) to provide for the approval by the Commission of the necessary funding for the Director of the Office of Small Business Affairs, and the County Manager or his designee shall also prepare a job description for said Director and begin advertising said position as soon as reasonably possible with the goal of filling said position in sixty (60) to ninety (90) days.

BE IT FURTHER RESOLVED that, to provide for the collection of the data and information necessary to prepare a disparity study, the Macon-Bibb County Compliance Officer shall draft a demographic self-disclosure form which shall be included by the Macon-Bibb County Purchasing Department as part of the mandated paperwork submitted in procurements and bids for all potential/current vendors allowing disclosure of MBE status, race, gender and ethnicity information of their business based on employee demographics or designation of the representing officer.

BE IT FURTHER RESOLVED that, in furtherance of the policy of Macon-Bibb County to ensure that minority and small business enterprises are provided meaningful
opportunities to contract with Macon-Bibb County, the compliance officer and the purchasing
department of Macon-Bibb County shall monitor the contractors and their subcontractors, if any,
doing business with Macon-Bibb County to help ensure and encourage that the goals and
objectives of this policy are being met.

SO RESOLVED this _____ day of ______________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND MACON COMMUNICATIONS, INC. FOR PUBLIC SAFETY SPLOST FUNDED EMERGENCY EQUIPMENT NECESSARY FOR EQUIPPING SHERIFF’S DEPARTMENT VEHICLES FOR A TOTAL OF $87,089.00; AND FOR OTHER PURPOSES.

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 Macon Communications, Inc. for public safety SPLOST funded emergency equipment necessary for equipping Sheriff’s Department Vehicles for a total of $87,089.00, in substantially the same form as attached hereto as Exhibit “A”

SO RESOLVED this ____ day of February, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made this ___ day of ______, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (the "County") and Macon Communications, Inc. ("Independent Contractor"), collectively referred to as the "Parties," individually may be referred to as "Party."

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

1. Services and Obligations of Independent Contractor

1.1 Scope of Services
During the term of this Agreement, Independent Contractor shall provide the services described in each Independent Contractor Service Addendum attached hereto as Exhibit "A," which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

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 of 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 venturer 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 of 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 services 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 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 national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For County:
Mayor
Macon-Bibb County
700 Poplar St.
Macon, GA 31202

For Independent Contractor:
Macon Communications, Inc.
John Wallace McCall
4470 Broadway
Macon, GA 31206

7. Indemnification, Insurance, Risk Management, Bonding

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

7.2 Insurance Requirements
In the event that the Independent Contractor, Staff, or agents or the Independent Contractor's subcontractors enter the County's property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Independent Contractor, and any subcontractor used by the 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 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 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 Requirements
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 make 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 neuter 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. This 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: 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.

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

**COUNTY:**

MACON-BIBB COUNTY

By: _____________________________
    Robert A. B. Reichert, Mayor

Attested: _________________________
    Shelia Thurmond, County Clerk

**INDEPENDENT CONTRACTOR:**

MACON COMMUNICATIONS, INC.

By: _____________________________
    Name, Title

Attested: _________________________
    Name, Title
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall purchase and install Vehicle Emergency Public Safety Equipment as indicated in Exhibits A, attached hereto and incorporated herein, in the seven (7) Model 2014 unmarked Dodge patrol cars identified by the County.

Independent Contractor shall purchase and install Vehicle Emergency Public Safety Equipment as indicated in Exhibits A, attached hereto and incorporated herein, in the eight (8) Model 2014 marked Dodge patrol cars identified by the County.

Independent Contractor shall purchase and install Vehicle Emergency Public Safety Equipment as indicated in Exhibits A, attached hereto and incorporated herein, in the one (1) Model 2014 Ford Explorer identified by the County.

Independent Contractor shall purchase and install Vehicle Emergency Public Safety Equipment as indicated in Exhibits A, attached hereto and incorporated herein, in the one (1) Model 2014 Ford Crew cab Pickup Truck identified by the County.

Independent Contractor shall install the Vehicle Emergency Public Safety Equipment at a location provided by the County.

Independent Contractor shall complete a single vehicle that will be presented to the Sheriff or his designee for approval before Contractor shall proceed with completion of the remaining installations.

TERM: This engagement shall commence on the date this Agreement and Addendum are executed by the County and shall continue in full force and effect for one (1) calendar year, or earlier upon completion of the Contractor’s duties under this Agreement.

Upon execution of this Agreement and Addendum by the County, Independent Contractor shall provide the County with a Project Start Date that shall be no later than sixty (60) days after the date of execution.

Independent Contractor shall complete installations on all 17 vehicles within thirty (45) days of the Project Start Date.
The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement or the laws of the State of Georgia.

COMPENSATION: Total compensation paid by the County pursuant to this Agreement shall not exceed $87,089.00.

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: ____________________________ Date
    Robert A. B. Reichert, Mayor

Attested: ____________________________ Date
    Shelia Thurmond, County Clerk

INDEPENDENT CONTRACTOR:

MACON COMMUNICATIONS, INC.

By: ____________________________ Date
    Name, Title

Attested: ____________________________ Date
    Name, Title
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $35,000 FROM FUND BALANCE TO THE STATE COURT SOLICITOR TO FUND THE POSITION OF ASSISTANT SOLICITOR AS APPROVED PRIOR TO CONSOLIDATION.

Purpose: To allocate $35,000 to the State Court Solicitor to fund the position of Assistant Solicitor.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

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

SO ORDAINED this ______ day of _____________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
Clerk of Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $15,000 FROM FUND BALANCE TO LAKE TOBESOFKEE TO IMPROVE THE SHORELINE ADJACENT TO THE PUBLIC FISHING AREA AS APPROVED PRIOR TO CONSOLIDATION.

Purpose: To allocate $15,000 to Lake Tobesofkee to improve the shoreline adjacent to the public fishing area.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

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

SO ORDAINED this ______ day of __________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

Clerk of Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $44,000 FROM FUND BALANCE ENGINEERING TO FUND TEMPORARY EMPLOYEE SERVING AS ASSISTANT ENGINEER AS APPROVED PRIOR TO CONSOLIDATION.

Purpose: To allocate $44,000 to Engineering to fund temporary employee serving as Assistant Engineer.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

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

SO ORDAINED this _______ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________________
       Clerk of Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $25,000 FROM FUND BALANCE TO FUND SALARIES AND BENEFITS FOR THE REMAINDER OF 2014 FOR THE DIRECTOR OF SMALL BUSINESS AFFAIRS AS DESCRIBED BY THE CHARTER.

Purpose: To allocate $25,000 to fund salaries and benefits for the remainder of 2014 for the Director of Small Business Affairs.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

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

SO ORDAINED this _____ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________
Clerk of Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO TRANSFER $311,479 FROM E-911 TO SHERIFF'S DEPARTMENT TO FUND SALARIES AND BENEFITS FOR COMMUNICATIONS POSITIONS WHICH WE PLACED IN E-911 BUDGET BUT REMAIN IN THE SHERIFF'S DEPARTMENT.

Purpose: To transfer $311,479 from E-911 to the Sheriff’s Department to fund salaries and benefits for communications positions.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

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

SO ORDAINED this _____ day of ________________ , 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: __________________________
Clerk of Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $182,217 FROM COMMISSARY FUND TO REPLACE FIVE AIR HANDLERS IN THE JAIL.

Purpose: To appropriate $182,217 from Commissary Fund to replace five air handlers in the jail.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

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

SO ORDAINED this ___ day of __________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
__________________________
Clerk of Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $30,000 FROM FUND BALANCE TO BOWDEN GOLF COURSE TO FUND THE REPAIR OF GOLF CARTS.

Purpose: To allocate $30,000 to Bowden Golf Course to repair golf carts.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

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

SO ORDAINED this ______ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPROVING AN
AGREEMENT WITH STEVEN J. RICKMAN TO PURCHASE TEN CONTIGUOUS
LOTS WITHIN THE BORDER OF OAK HAVEN AVENUE, ENGLISH AVENUE, AND
MAILEY AVENUE FOR $177,000.00 USING CBDG FUNDS AND APPROVING THE
ESTABLISHMENT OF A PUBLIC PARK ON SAID PROPERTY TO BE KNOWN AS
OAK HAVEN PARK; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County wishes to preserve existing green space property
located within the border of Oak Haven Avenue, English Avenue, and Mailey Avenue for use as
a public park to be known as "Oak Haven Park" and has negotiated a Purchase and Sale
Agreement for said property at its appraised value of $177,000.00 (the "Agreement"), subject to
commission approval; and

WHEREAS, the Macon-Bibb County Commission finds that approval of the Agreement
and the use of CBDG funds for said purchase is in the best interest 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 Purchase and Sale Agreement
between Macon-Bibb County and Stephen J. Rickman is approved in substantially the same form
as attached hereto as Exhibit "A" and the Mayor is authorized to take any and all actions
necessary for the purchase; and

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission that the use
of CBDG funds for said purchase is hereby authorized, and

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission that the
establishment of a public park on said property to be known as Oak Haven Park is hereby
approved and the Mayor is authorized to take any and all actions necessary for the establishment
of Oak Haven Park.

SO RESOLVED this ___ day of __________, 2014.

__________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

__________________________
SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)
PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of February 2014 between Stephen J. Rickman (hereinafter described as Seller) and Macon-Bibb County (hereinafter described as Purchaser);

WITNESSETH: That the Seller agrees to sell and convey and the Purchaser agrees to purchase 10 contiguous lots within the area bordered by Oakhaven Avenue, English Avenue and Mailey Avenue including improvements to wit: as shown on attached survey.

2. PURCHASE PRICE AND METHOD OF PAYMENT: The purchase price that the Purchaser agrees to pay and Seller agrees to accept is One Hundred Seventy Seven Thousand Dollars ($177,000), payable in full or as otherwise agreed to in cash or certified funds, on delivery of the deed.

Purchaser has paid ONE THOUSAND ($1,000) as earnest money to Bush, Crowley & Leverett, LLP (Closing Attorney) upon acceptance of this contract by all parties to same, and is to be applied as part payment of purchase price of said property at the time the sale is consummated. All parties to this agreement agree that Holder may, at Holder’s option, deposit the earnest money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit.

3. WARRANTY OF TITLE: Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to the Property to Purchaser by general warranty deed, without any restrictions or exceptions except as set forth within Special Stipulations herein.

4. TITLE EXAMINATION: Purchaser shall move promptly and in good faith after acceptance of this Agreement to examine title to the Property and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all such objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser or Purchaser shall waive such objections and proceed to closing.

5. WARRANTIES: Seller represents that to the best of Seller’s knowledge: (A) there are no existing or proposed governmental orders or condemnation proceeding affecting the Property and Seller has received no notice of any such order or proceedings; (B) the Property has never been used for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse; (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or government unit.

6. INSPECTIONS: Commencing on the date of this Agreement, and subject to the rights of the tenants, if any, Purchaser, Purchaser’s agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purpose of making surveys, inspections, soil tests and other investigations of the Property, including but not limited to, the physical condition of any improvements and mechanical and electrical systems. Purchaser shall and does hereby agree to indemnify, defend and hold Seller and Brokers harmless from any loss and damage suffered by Seller, Brokers or others as a result of the exercises by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser’s agents. This indemnity shall survive the rescission, cancellations, termination or consummation of this Agreement.

7. SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of Seller, Purchaser, and their respective heirs, executors, legal representatives, successors and assigns. Purchaser may assign Purchaser’s rights and obligations under this Agreement.

8. CONDITION OF PROPERTY: Seller warrants that when this transaction is consummated the improvements on the property will be in the same condition as they are on the date of this contract, natural wear and tear excepted, and Seller specifically assumes the risk of loss or damage to said property until the consummation of the transaction. Should the premises be destroyed or damaged before this contract is consummated, then, at the election of the Purchaser: (A) the contract may be cancelled, or (B) Purchaser may consummate the contract and receive such insurance is paid on the claim of loss. This election is to be exercised by the Purchaser within ten (10) days after the amount of Seller’s damage is determined and Purchaser has been notified of such amount.

9. REAL ESTATE COMMISSION: In negotiating this Agreement, the Brokers have rendered a valuable service for which Brokers shall be paid a Commission at closing by Seller equal to 10% percent of the Purchase Price as follows to be split 50/50
as follows: 50% percent to Conie Mae Darnell, Georgia Real Estate Broker, License # 164880 and 50% percent to Bob Lewis and Associates.

Said Brokerage Fee agreement shall vest a third party interest in this Agreement to the above noted Real Estate Brokers and no changes or modifications to this contract shall be made without the written approval of all three parties.

10. DEFAULT; REMEDIES: In the event the sale is not closed because of seller's inability, failure or refusal to perform any of Seller's obligations herein, Broker shall return the Earnest Money to Purchaser, which shall not constitute a waiver of any other right or remedy Purchaser may have against Seller. Purchaser agrees that if the sale is not closed because of Purchaser's inability, failure or refusal to perform any of Purchaser's obligations herein, Purchaser shall forthwith pay Earnest Money toward payment of the damages in full settlement of any claim for damages against Purchaser, whereupon Broker shall be released from any and all liability for return of Earnest Money to Purchaser.

11. MISCELLANEOUS: All property taxes, insurance, if applicable, shall be prorated as of the date of the closing. Seller shall pay the state of Georgia property transfer tax, and where applicable, Purchaser shall pay the Georgia intangible taxes.

Purchaser to pay for Attorney, Survey, Title Examination, Title Insurance, and Phase I environmental.

Consummation and closing of this contract shall be within 60 days of finalized sales contract. Possession of the property shall be granted at closing, unless otherwise specified herein.

12. ENTIRE AGREEMENT: This contract contains the entire agreement between the parties, and no representation, warranties, or promises, verbal or written, unless contained herein, shall be binding upon any party to this contract. It is agreed that whenever a party or parties to this contract is mentioned, it shall include said party, its heirs, administrators, successors or assigns. Time is of the essence of this contract. This Agreement shall be construed under the laws of the State of Georgia.

13. EXHIBITS AND ADDENDA. All Exhibits and/or addenda attached hereto as listed below or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

   Exhibit “A” Survey Map

14. SPECIAL STIPULATIONS: The following Special Stipulation shall, if conflicting with the foregoing, control:

   A. Sale contingent upon Phase I Environmental Study and the satisfactory approval of the said study by purchaser.

   B. Sale shall be contingent upon the passage of a Resolution by the Macon-Bibb County Commission approving the Purchase and Sale Agreement.

   C. Sale contingent upon Planning and Zoning approval of property being used for Macon-Bibb park.

AGREED AND ACKNOWLEDGED BY:

[Signatures and dates]
APPRaisal OF:

1.86 ACRES
ENGLISH, OAK HAVEN & MAILEY AVENUES
MACON, BIBB COUNTY, GEORGIA

PREPARED FOR:

JUDD DRAKE
CITY ATTORNEY
CITY OF MACON
700 POPLAR STREET
MACON, GEORGIA 31201

PREPARED BY:

GARY L. STROUP, SRA
GEORGIA CERTIFIED GENERAL
REAL PROPERTY APPRAISER NO. 295

STROUP VALUATIONS, INC.
2070 INGBLESIDE AVENUE
MACON, GEORGIA 31204

DATE OF INSPECTION: DECEMBER 6, 2013
December 20, 2013

Judd Drake
City Attorney
City of Macon
700 Poplar Street
Macon, Georgia 31201

Mr. Drake:

In accordance with our agreement, I have made a physical inspection of 10 vacant and former residential lots totaling 1.86 acres, and fronting on English, Oak Haven and Mailey Avenues in Macon, Bibb County, Georgia. The purpose of this inspection was to estimate the market value of the property as of December 6, 2013 which is the date of inspection.

Mailey Avenue is a private access road based on its description in both the most recent deed and plat of survey. However, visual evidence indicates that the street is actively used by the general public to access the Kroger retail center and its traffic light on Pio Nono Avenue.

This report is presented in the summary reporting format as described in the revised Uniform Standards of Professional Appraisal Practice (USPAP). Being a summary report, certain data and analysis are not presented in the report, but retained in the appraiser’s work file. Both the area and neighborhood analysis are omitted from this report.

I have conducted this appraisal in accordance with accepted appraisal standards, and this report is presented in the summary format as described in the USPAP. In my opinion the report presents fairly, in all material respects, the most probable sales price of the property as of the effective date.

My employment and payment of the agreed upon fees are not contingent or conditional upon producing a specified value, a value within a given range, the approval of a bank loan, or the closing of a sale. Any of these conditions are considered to be contingency fee agreements, and are not allowed under the USPAP in the appraisal of real estate.
The market value estimate of the real estate as of December 6, 2013 is:

\[
\begin{array}{|c|}
\hline
\text{MARKET VALUE} \\
\text{DECEMBER 6, 2013} \\
\$177,000.00 \\
\text{ONE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS} \\
\hline
\end{array}
\]

If you have any questions concerning the development of the values above, or the contents of this report, please contact us.

Best regards,

Gary L. Stroup, SRA
Georgia Certified General
Real Property Appraiser No. 295

File No.: 13-3070bbyland
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE SUBMISSION OF GATEWAY GRANT TO OBTAIN FUNDS FOR THE MOWING AND MAINTENANCE OF ROADSIDE AREAS AND MEDIAN STRIPS LOCATED WITHIN THE GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND FOR OTHER PURPOSES.

WHEREAS, the roadside areas and median strips located within the Georgia Department of Transportation right-of-way must be maintained and attractively landscaped; and

WHEREAS, Macon-Bibb County beautifies and improves various rights-of-way throughout Bibb County by landscaping, mowing, and maintaining said areas; and

WHEREAS, the Macon-Bibb County Commission wishes to apply for a GATEway Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement with the Georgia Department of Transportation.

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 submission of a GATEway Grant is hereby authorized.

BE IT FURTHER RESOLVED that upon award of said Grant, Macon-Bibb County shall enter into a Mowing and Maintenance Agreement with the Georgia Department of Transportation.

BE IT FURTHER RESOLVED that the Mayor or his designee shall be authorized to take any and all actions necessary to effectuate the purposes and requirements of this Resolution.

SO RESOLVED this ___ day of February, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHEILA THURMON, CLERK OF COMMISSION

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT FOR THE CONSTRUCTION OF THE
ANIMAL SHELTER FOR MACON-BIBB COUNTY ANIMAL WELFARE
DEPARTMENT, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO
AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

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, along with any necessary amendments or additional documentation, with
International City Builders for construction of the Macon-Bibb County Animal Shelter for an
estimated contract price of two million seventy two thousand nine hundred ninety four dollars
and no/100s ($2,072,994.00) in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this ___ day of ___________________ , 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:________________________________________

Clerk of the Commission

[SEAL]
CONTRACT FOR CONSTRUCTION

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

Project Name: Construction of Animal Shelter - Macon-Bibb County Animal Welfare
Project Address: 4820 Fulton Mill Road
City/State/Zip: Macon, Georgia
Project ID #: 
General Project Description: Construction of state-of-the-art animal welfare facility

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Exhibit A: Scope of Work/Bid Form Including Unit Prices
Exhibit B: List of Drawings
Exhibit C: Non-Collusion Affidavit

This Contract for General Construction Services is entered into between:

Owner
Owner's Name: Macon-Bibb County, Georgia
Owner's Address: 700 Poplar Street
City/State/Zip: Macon, Georgia 31201

and

Contractor
Contractor's Name: International City Builders
Contractor's Address: 112 Industrial Park Blvd.
City/State/Zip: Warner Robins, Georgia 31088

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: Sam Kitchens, Director of Buildings and Properties
Address: 601 Mulberry Street
City/State/Zip: Macon, Georgia 31201
Email Address: skitchens@co.bibb.ga.us
Phone: 478-621-6612

Architect's Representative
Firm Name: Dunwoody/Beeland Architects, Inc.
Name: Eugene Cox Dunwoody, Sr.
Address: 300 Mulberry Street, Ste. 604
City/State/Zip: Macon, Georgia 31201
Email Address: ecd@dunwoodybeeland.com
Phone: 478-742-5321
Contractor's Representative
International City Builders
Kenna Scrugg
112 Industrial Park Drive Blvd.
Warner Robins, Georgia 31088
kenna@icb-builders.com
478-923-4206
GCCO-00374

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 forms of streets, alleys, pavements and adjoining structures, right-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.

4.2.1 Contractor -

4.2.2 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.

4.2.3 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 consultants 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.

4.2.4 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.

4.2.5 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, including
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-
size 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.

5.4.1.1 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 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, the fixed contract amount of $2,072,994.00.

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. Provided, however, that when fifty percent
(50%) of the contract value including change orders and other additions to the contract amount provided
for by this agreement is due and the manner of completion of the work and its progress are reasonably
satisfactory to the Owner's Representative herein, Owner shall withhold no more retainage. At the
discretion of Owner and with the approval of Contractor, the retainage of each subcontractor, if any, may
be released separately as the subcontractor completes his or her work.

7.4 If, after discontinuing the retention, the Owner's Representative determines that the work is
unsatisfactory or has fallen behind schedule, retention may be resumed at the level of ten percent (10%).
If retention is resumed by Owner, the Contractor and subcontractors shall be entitled to resume
withholding retainage accordingly.

7.5 At Substantial Completion of the work and as Owner's Representative determines the work to be
reasonably satisfactory, the Owner shall, within thirty (30) days after invoice and other appropriate
documentation is provided, pay the retainage to Contractor. If at that time, minor punch list items remain
incomplete, an amount equal to 200 percent (200%) of the value of each item as determined by the
Owner's Representative shall be withheld until such item or items are completed. The reduced retainage
shall be shared by Contractor and subcontractors as their interests may appear.

7.6 Contractor shall, within ten (10) days from Contractor's receipt of retainage from Owner, pass
through payments to subcontractors and shall reduce each subcontractor's retainage in the same
manner as Contractor's retainage is reduced by Owner; provided, however, that the value of each
subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value,
including approved change orders and other additions to the subcontract value, and that the work of the
subcontractor is proceeding in a satisfactory manner and the subcontractor has provided or provides
satisfactory reasonable assurances of continued performance and financial responsibility to complete his
or her work including any warranty work required by Contractor, including a performance and payment
bond.

7.7 Where applicable, the subcontractor shall, within ten (10) days from the subcontractor's receipt of
retainage from Contractor, pass through payments to lower tier subcontractors and shall reduce each
lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by
Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in
place equals fifty percent (50%) of his or her subcontract value, including approved change orders and
other additions to the subcontract value, and that the work of the lower tier subcontractor is proceeding in
a satisfactory manner and the lower tier subcontractor has provided or provides satisfactory reasonable
assurances of continued performance and financial responsibility to complete his or her work including
any warranty work required by the subcontractor, including a performance and payment bond.

7.8 If any portion of the Contract Amount is determined by the application of unit prices, the number of
units in Contractor's Cost Loaded Schedule is an estimate, and the compensation to Contractor shall be
determined by the actual number of units incorporated in the Project.

7.9 At least every thirty (30) days after commencement of performance, but no more frequently than
once a month, Contractor shall submit invoices to Architect requesting payment for labor and services
rendered during the preceding thirty (30) days. Each Invoice shall contain such detail and be backed up
with supporting Information Architect requests and shall at a minimum state:

7.9.1 Projected total Contract Amount (based on Architect's estimated units and listed as the Bid
Amount);

7.9.2 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 property 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;

7.9.3 A breakdown of the various phases or parts of the Project as related to the Contract Amount;
7.9.4 The value of the various phases or parts of the Project actually performed;

7.9.5 Previously invoiced amounts and credit payments made;

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

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

7.10 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:

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

7.10.2 All necessary and appropriate lien waivers have been submitted;

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

7.11 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:

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

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

7.11.3 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;

7.11.4 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;

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

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

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

7.12 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.

7.13 All prior payments, whether made 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.
7.14 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.

7.14.1 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.

7.15 Contractor expressly warrants and guarantees to Owner that:

7.15.1 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;

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

7.15.3 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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 shall 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: CONSTRUCTION SCHEDULE

9.1 Contractor shall commence construction of the scope of the Project within ten (10) days after receipt of the Notice-to-Proceed.

9.2 Contractor shall accomplish Substantial Completion of the scope of the Project within 270 calendar days following the date of the Notice to Proceed.

9.3 Contractor shall accomplish Final Completion of the scope of the Project within 30 calendar days after the date of Substantial Completion.

9.4 Contractor may, within fourteen (14) calendar days following receipt of the Notice to Proceed, submit to Owner an Interim Project Construction Schedule (as defined in the Project Specifications), in Critical Path Method format (or CPM).

9.5 Any Construction Schedule shall include all pertinent dates for timely completion

9.5.1 Any Construction Schedule shall properly coordinate dates for performance of all divisions of the work, including completion of off-Site requirements and tasks, so that the work can be completed in a timely and orderly fashion per the required dates of Substantial Completion and Final Completion.

9.5.2 Any Construction Schedule shall include the Date of the Notice-to-Proceed, the date of Substantial Completion and the date of Final Completion; any guideline and milestone dates required by Owner; any applicable subcontractor and supplier sub-schedules; a submittal schedule which allows sufficient time for review of documents and submittals; the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; and required approval dates.

9.5.3 Owner and Architect do not assume any of Contractor’s responsibility that the Construction Schedule be coordinated or complete; or for timely and orderly completion by the required dates of Substantial Completion, Final Completion and any milestone dates required by Owner.
9.5.4 Contractor may review weekly, the actual progress against the Construction Schedule. Contractor shall discuss progress weekly with Architect.

9.6 If work will be or has been delayed, Contractor should immediately notify Architect of the probable cause of and effect from the delay, and possible alternatives to minimize the delay; and shall take all corrective actions reasonably necessary to deliver the Project by the required dates of Substantial Completion and Final Completion, and other milestone dates.

9.7 Contractor should promptly notify Architect in writing when it believes adjustments to the required dates are necessary. No such adjustments shall be effective unless approved in writing by Owner.

9.8 Owner shall not pay Contractor any additional compensation for achievement of Substantial Completion or Final Completion prior to the required dates.

9.9 Contractor shall provide documents to Architect for review per the schedule requirements and with sufficient lead time to allow Architect's reasonable time for review.

ARTICLE 10: BONDS
10.1 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.

10.2 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 11: CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES
11.1 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.

11.1.1 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.

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

11.1.3 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.

11.1.4 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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

11.8 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.

11.9 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.

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

ARTICLE 12: GOODS, PRODUCTS AND MATERIALS

12.1 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.

12.2 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.

12.3 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.

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

ARTICLE 13: SUBMITTALS

13.1 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.

13.2 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.

13.3 Architect will verify that the submittals comply with the Contract. Architect will review and approve, reject or take other appropriate action on submittals within 14 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.

13.4 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.

13.5 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 14: CONTRACTOR’S QUALITY ASSURANCE

14.1 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.

14.1.1 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.

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

14.2 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.

14.2.1 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 15: CHANGES TO THE PROJECT

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

15.1.1 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.

15.1.2 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.

15.2 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.

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

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

15.4.1 The change in the Contract Amount shall be set forth in a written Change Order; such change shall be initialed 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.

15.4.2 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.

15.4.3 Payment for work provided by the unit prices, if any, will be compensated as described in the specifications, by the unit prices in Exhibit A.

15.4 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.

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

15.6 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.

15.7 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.
15.8 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.

15.9 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 16: CLAIMS AND LIENS

16.1 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.

16.2 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.

16.3 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 to conduct design and/or construction work hereunder regardless of claims by Contractor.

16.4 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.

16.5 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.

16.6 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.

<table>
<thead>
<tr>
<th>Month</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>10 days</td>
</tr>
<tr>
<td>February</td>
<td>10 days</td>
</tr>
<tr>
<td>March</td>
<td>7 days</td>
</tr>
<tr>
<td>April</td>
<td>6 days</td>
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<tr>
<td>May</td>
<td>4 days</td>
</tr>
<tr>
<td>June</td>
<td>3 days</td>
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<tr>
<td>July</td>
<td>4 days</td>
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<tr>
<td>August</td>
<td>2 days</td>
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<td>September</td>
<td>2 days</td>
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<tr>
<td>October</td>
<td>3 days</td>
</tr>
<tr>
<td>November</td>
<td>5 days</td>
</tr>
<tr>
<td>December</td>
<td>6 days</td>
</tr>
</tbody>
</table>

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 17: PROJECT ARCHITECT

17.1 Architect for this Project shall be Dunwoody/Beeland Architects, Inc. ("Architect"). Architect will perform those duties and discharge those responsibilities allocated to Architect and described generally in this Contract, and more specifically described in the Design Professional Contract between Dunwoody/Beeland Architects, Inc. and Bibb County, dated January 29, 2013. The duties, obligations, and responsibilities of the Architect shall include, but are not limited to, the following:

17.1.1 Architect shall act as the administrator of this Contract until final payment.

17.1.2 Owner and Contractor shall primarily communicate with each other through Architect.

17.1.3 When requested by Contractor in writing, Architect shall render interpretations necessary for the proper execution or progress of the Project.

17.1.4 Architect shall administer required changes to scope of work and draft proposed Change Orders.

17.1.5 Architect shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from Contractor.

17.1.6 Architect shall not accept work which is defective or otherwise fails to comply with the Contract. Architect may call for extra inspection or testing for compliance with this Contract.

17.1.7 Architect shall review Contractor’s Payment Requests and approve in writing those amounts which, in the opinion of Architect, are properly owing to Contractor per this Contract.

17.1.8 Architect shall on written request from Contractor perform inspections required in this Contract.

17.2 The duties, obligations and responsibilities of Contractor under this Contract shall not be changed, released, or satisfied by any duty of Architect. Contractor is not a third-party beneficiary of any contract between Owner and Architect. The duties of Contractor to Owner are independent of, and are not diminished by, any duties of Architect to Owner.

17.2.1 Architect will be Owner’s representative and advise Owner on all design and technical matters.

17.2.2 Architect will be initial interpreter of the Contract and Owner’s advisor on claims.

17.3 Architect will visit the Site to inspect the progress and quality of the work and to inspect the work to determine compliance with this Contract, including approved shop drawings and other submittals, the Construction Schedule, and applicable laws, building codes, or regulations.

17.4 Architect shall reject work which does not comply with this Contract or applicable laws, building codes, or regulations.

17.5 Architect will review and evaluate the results of all inspections, tests and written reports required by this Contract and by any governmental entity having jurisdiction over the Project. Architect will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective Project, or such other action deemed appropriate by Architect. Architect will promptly reject work which does not conform to and comply with testing requirements.

17.6 Architect may require inspection or testing of any work in addition to that required by this Contract or governmental entities having jurisdiction over the Project when such additional inspections and testing is necessary or advisable. Architect will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by Architect.
17.7 Architect will, when requested to do so in writing by Contractor, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the work.

17.8 Architect will review applications for payment, including such accompanying information as the Contract requires, to determine amounts due Contractor, and shall authorize payment to Contractor in writing to Owner. After the Project is determined to be finally complete and Architect determines that Contractor has completed the Project, Architect will determine whether Contractor is entitled to final payment, and if so will so certify to Owner in writing.

ARTICLE 18: SUBSTANTIAL AND FINAL COMPLETION

18.1 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.

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

18.3 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.

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

18.5 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.

18.6 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.

18.7 On the date of Substantial Completion, Contractor shall deliver to Architect keys, 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.

18.8 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 (“punch list”).

18.9 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.

18.10 When Contractor believes that the Project is finally complete, Contractor shall notify Architect that the Project is ready for a Final Completion Inspection.
18.11 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.

18.12 At the Final Completion inspection, Architect will inspect the Project, determine whether all items on the punch list included with the Certificate of Substantial Completion have been satisfactorily completed and corrected; determine whether the completed Project complies with this Contract and 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.

18.13 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.

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

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

18.14.2 At least 1 set of as-built drawings and markups;

18.14.3 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;

18.14.4 Written consent of the surety to release final payment;

18.14.5 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;

18.14.6 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;

18.14.7 All written warranties and guarantees related to the labor, goods, materials, equipment and systems incorporated into the Project, endorsed, countersigned, and assigned as necessary;

18.14.8 All affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of Project;

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

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

18.15 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 19: CONTRACTOR'S WARRANTIES AND GUARANTEES**

19.1 In addition to the warranties and guarantees elsewhere in this Contract, Contractor shall promptly correct all failures or defects in the Project for one (1) year after Substantial Completion.
19.1.1 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.

19.1.2 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.

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

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

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

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

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

19.4 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.

19.5 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.

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

ARTICLE 20: OWNER’S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

20.1 Owner shall timely compensate Contractor per this Contract.

20.2 Unless otherwise required to be provided by Contractor in its scope of services, Owner shall secure and pay for all Project testing.

20.3 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.

20.4 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.

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

20.6 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.

20.7 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.
20.8 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.

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

20.10 If it is customary for Contractor to obtain any permits and/or licenses, Owner shall pay for and Contractor shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in any existing facilities. If it is not customary for Contractor to obtain any permits and/or licenses, then Architect shall coordinate this on behalf of Owner.

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

20.12 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.

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

ARTICLE 21: CONSTRUCTION TIME

21.1 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 Construction Manager needs design documents, approvals, or other information sufficiently in advance of such deadline so that any delay can be avoided.

21.2 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 heretofore. 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 two hundred fifty dollars ($250.00) 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 Inexcessably 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 22: CONCEALED AND UNFORESEEN CONDITIONS

22.1 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 23: CONTRACTOR'S RECORDS

23.1 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.

23.1.1 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.

23.1.2 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 24: PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

24.1 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.

24.2 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.

24.3 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.

24.4 Contractor shall instruct its employees and agents to regard all information not in the public domain as proprietary and confidential.

24.5 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 25: INSURANCE REQUIREMENTS

Insurance Requirements

<table>
<thead>
<tr>
<th>Workers Compensation (WC)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury by accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Bodily Injury by disease</td>
<td>$100,000</td>
</tr>
<tr>
<td>Policy Limits</td>
<td>$500,000</td>
</tr>
</tbody>
</table>
Commercial General Liability (CGL)  
General Aggregate  $1,000,000  
Each Occurrence  $1,000,000  

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 28: OWNER'S RIGHT TO STOP PROJECT
26.1 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 price 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 27: TERMINATION OR SUSPENSION OF CONTRACT
27.1 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;

27.2 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.

27.3 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.

27.4 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.

27.5 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.
27.6 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.

27.7 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.

27.8 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 of Contractor, including liquidated damages as provided for herein. Contractor shall reimburse Owner for any additional costs or expenses incurred.

27.9 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.

27.10 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.

27.11 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 28: APPLICABLE LAW AND DISPUTE RESOLUTION

28.1 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.

28.2 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.

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

28.4 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 29: DAMAGES AND REMEDIES

29.1 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, unabsoberd 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 30: MISCELLANEOUS PROVISIONS

30.1 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.

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

30.3 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.

30.4 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.

30.5 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.

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

30.7 This Contract shall be deemed drafted equally by both parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. The headings in this Contract are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Contract, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) or is used both conjunctively and disjunctively; (c) any, all, each, or every means any and all, and each and every; (d) includes and including are each without limitation; (e) herein, hereof, hereunder and other similar compounds of the word here refer to the entire Contract and not to any particular paragraph, subparagraph, section or subsection; and (f) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neutral, singular or plural as the identity of the entities or persons referred to may require.

30.8 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.

30.9 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.

30.10 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 31: INDEMNIFICATION

31.1 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 therefrom 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.

31.1.1 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 32: CONTRACTOR’S REVIEWS AND EVALUATIONS
32.1 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.

32.2 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.

32.3 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.

32.4 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.

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

ARTICLE 33: PROHIBITION AGAINST CONTINGENT FEES
33.1 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 34: EXHIBITS AND ATTACHMENTS
34.1 Attached hereto and incorporated herein as part of this Contract are Exhibit A – Scope of Work/Bid
Form, Exhibit B – List of Drawings, Exhibit C – Non Collusion Affidavit.

[Signatures on following page]

24 of 31
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, Georgia

Contractor:
International City Builders

By:

(Signature)  (Seal)  (Signature)  (Seal)

Date of Signature

(Witness)  (Witness)
Exhibit A: Scope of Work/Bid Form
## Exhibit B: List of Drawings

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<td>FIRST FLOOR POWER AND PANEL LAYOUT</td>
<td>10/8/13</td>
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<tr>
<td>E2.02</td>
<td>MEZZANINE AND ROOF POWER AND PANEL LAYOUT</td>
<td>10/8/13</td>
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<td></td>
<td>END OF LIST OF DRAWINGS</td>
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</tr>
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<td></td>
<td>ADDITIONAL DOCUMENTS TO CONTRACT</td>
<td></td>
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<td></td>
<td>SPECIFICATIONS VOLUMES 1 AND 2</td>
<td>10/8/13</td>
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<tr>
<td></td>
<td>ADDENDA</td>
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<td>11/08/13</td>
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<tr>
<td></td>
<td>2</td>
<td>11/11/13</td>
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<tr>
<td></td>
<td>3</td>
<td>11/12/12</td>
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<tr>
<td></td>
<td>4</td>
<td>11/15/13</td>
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<td></td>
<td>END OF ADDITIONAL DOCUMENTS</td>
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</table>
Exhibit C
Non Collusion Affidavit

NON COLLUSION AFFIDAVIT

<table>
<thead>
<tr>
<th>Date:</th>
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<tbody>
<tr>
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<tr>
<td>Project #:</td>
<td></td>
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<tr>
<td>Project:</td>
<td></td>
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<tr>
<td>Description:</td>
<td></td>
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<tr>
<td>Services:</td>
<td>General Contracting</td>
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<tr>
<td>Provided:</td>
<td></td>
</tr>
<tr>
<td>State of:</td>
<td>Georgia</td>
</tr>
<tr>
<td>County of:</td>
<td>Bibb</td>
</tr>
</tbody>
</table>

I, Daryl Long having first been duly sworn, depose and state as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Macon-Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged Information or data relative thereto to any association or to any member or agent thereof.

Contractor:
International City Builders

(Signature) (Seal)
ATTACHMENT “A”
ATTACHMENT "B"
ANIMAL WELFARE CENTER

PROPOSED CONSTRUCTION COST FOR ICB

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Base Bid</td>
<td>$2,608,000</td>
</tr>
<tr>
<td>B</td>
<td>Deductive Alternates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Crematory</td>
<td>(64,000)</td>
</tr>
<tr>
<td></td>
<td>5. Animal Holding Equipment</td>
<td>(228,000)</td>
</tr>
<tr>
<td></td>
<td>6. Pressure Washing System</td>
<td>(45,000)</td>
</tr>
<tr>
<td></td>
<td>7. Central Vacuum System</td>
<td>(23,000)</td>
</tr>
<tr>
<td>C</td>
<td>Value Engineering Items</td>
<td>(175,006) *</td>
</tr>
</tbody>
</table>

PROPOSED CONTRACT AMOUNT: $2,072,994

* See Exhibit 1, attached.
POST BID ADDENDUM TO THE PLANS AND SPECIFICATIONS FOR MACON-BIBB COUNTY ANIMAL WELFARE, 4820 FULTON MILL ROAD, MACON, BIBB COUNTY, GEORGIA; BID NUMBER 14-116-ND

Dunwoody/Beeland, Architects, Inc.

January 9, 2014

A. VALUE ENGINEERED ITEMS


2. Delete Low Stone Wall as shown on Detail 2/A7.3. Refer to Drawing A2.1.

3. Change Powder Coated Over-head Sectional Doors to Baked Enamel, Section 083613, Paragraph 2.3.1 – Door Finish.

4. Change Exterior Wood Ceilings to EIFS. Refer to Drawings A5.2 and A9.1.

5. Delete Requirement for Engineer Stamped Shop Drawings for Light Gauge Metal Framing at Exterior Walls. Scope of work does not require Engineer’s stamped shop drawings.


7. Change TPO Roofing Membrane Roofing from 80 mils to 60 mils. Refer to Section 075423.

8. Change Finish Hardware from Grade 1 ND to Grade 1 AI.


10. Change Half Round Dormers from Manufactured Specified to a Custom Fabricated Dormer. Half round dormer to be constructed using .024 galvanized sheet metal coated with two coats of Kynar 500 finish matching metal roofing color.

11. Reduce Cupola Length to 12’’. Refer to Drawings A4.1 and A4.2.


13. Change Exterior Cedar Siding and Trim to Kiln-Dried Clear Pressure Treated Yellow Pine.

15. Delete Requirement for Vibration Isolation on RTU’s, ERV’s and Air Handlers. Refer to Section 230548.

16. Delete Requirement for Convenient Outlets at roof top HVAC Equipment. Applies to both AHUs and roof top units. (Electrical sub has maintenance waterproof receptacles at all locations required by Code.)

17. Delete Requirement for Non-Fused Disconnects at HVAC Equipment. Non-fused disconnects will not be installed on HVAC equipment at factory. (Electrical subcontractor will provide non-fused disconnects as shown on electrical drawings.)

18. Delete Requirement for Louvered Hail Guards.

19. NOT USED.

20. Delete Spare Set Of Charcoal Filters.


22. Change Underground Storm Water from Downspouts to Surface Drainage with Splash Blocks. (Addendum No. 4.)

23. Change Service Wire from 350mcm Copper to 500mcm Aluminum.

24. Change Concrete Footings to 3000 psi Concrete.

25. Change Under-Slab Vapor Barrier to 10 Mil Poly. Refer to Section 033000.


27. Delete Dimensional Letter Signage.

28. Delete Tri-Star Equipment (Tag No. 25, 27, 28, 64, 65 & 66.) *

29. Delete Tag No. 1 & 2, Commercial Washing Machine & Dryer Combo – 2 ea. *

30. Delete Commercial Dish Washer, Tag No. 4. *

31. Delete Dishwasher, Tag No. 5. *

32. Delete FRP panel behind base cabinets and in Hall 102. *

33. Delete requirement for hot gas reheat.
34. Change metal angles at exterior windows to P.T. lumber with 1/4" x 3/4" tapcons fasteners at 16" O.C.

35. Delete French drain as shown on structural drawing.

36. Use Type 1 – USG Radar ClimaPlus 2210 (2x2) and 2410 (2x4), both with square edges. Use Type 2 – USG Radar ClimaPlus High NRC 22421 (2x) and 22311 (2x4), both with square edges and acoustical ceiling tile Types 3 and Type 4 as specified with hold-down clips. Aluminum cap grid for all types of tile are not required.

37. Tele/Data: Utilize "J" hooks instead of cable tray.

38. Lighting: Remove the battery pack from fixtures designated EM and replace with standard emergency fixture. (Not required if emergency generator is installed.)

39. Delete staining process of ground and polished concrete per Section 033600. NOTE: Concrete will still have polished finish with sealer as specified.

40. Change manufacturer and specification number for selected light fixtures to maintain same light quality.

* To be purchased by Owner and installed by Contractor.

END OF POST BID ADDENDUM
ATTACHMENT "C"
ANIMAL WELFARE CENTER

PROPOSED CONSTRUCTION COST FOR ICB

<table>
<thead>
<tr>
<th>A. Base Bid</th>
<th>$2,608,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Deductive Alternates</td>
<td></td>
</tr>
<tr>
<td>1. Crematory</td>
<td>($ 64,000)</td>
</tr>
<tr>
<td>5. Animal Holding Equipment</td>
<td>($ 228,000)</td>
</tr>
<tr>
<td>6. Pressure Washing System</td>
<td>($ 45,000)</td>
</tr>
<tr>
<td>7. Central Vacuum System</td>
<td>($ 23,000)</td>
</tr>
<tr>
<td>C. Value Engineering Items</td>
<td>($ 193,006) *</td>
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</table>

**PROPOSED CONTRACT AMOUNT:** $2,054,994

*See Exhibit 1, attached.*
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>000</td>
<td>Change natural stone veneer to manufactured stone.</td>
<td>($15,400)</td>
</tr>
<tr>
<td>002</td>
<td>Delete low stone wall as shown on Detail 2/A7.3.</td>
<td>($8,800)</td>
</tr>
<tr>
<td>004</td>
<td>Change footing concrete from 4000 PSI to 3000 PSI.</td>
<td>($500)</td>
</tr>
<tr>
<td>006</td>
<td>Delete RFP panel behind base cabinets and in Hall 102.</td>
<td>($600)</td>
</tr>
<tr>
<td>007</td>
<td>Change powder coated overhead doors to baked enamel finish.</td>
<td>($1,500)</td>
</tr>
<tr>
<td>008</td>
<td>Change exterior wood ceilings to EIFS.</td>
<td>($1,100)</td>
</tr>
<tr>
<td>009</td>
<td>Delete Engineered Stamped shop drawings for light gauge metal framing at exterior walls.</td>
<td>($2,000)</td>
</tr>
<tr>
<td>010</td>
<td>Change manufactured stone sills to cultured marble sills.</td>
<td>($500)</td>
</tr>
<tr>
<td>012</td>
<td>Change TPO roofing membrane from 80 mil to 60 mil.</td>
<td>($3,300)</td>
</tr>
<tr>
<td>013</td>
<td>Change finish hardware from Grade 1 ND to Grade 1 AL.</td>
<td>($3,800)</td>
</tr>
<tr>
<td>014</td>
<td>Change five (5) each 50D storefront Doors to 35D Storefront doors (wide to medium).</td>
<td>($500)</td>
</tr>
<tr>
<td>015</td>
<td>Half-round dormer to be constructed using .024 galvanized sheet metal coated with 2 coats of Kynar 500 finish matching metal roofing color.</td>
<td>($2,400)</td>
</tr>
<tr>
<td>019</td>
<td>Reduce cupola length twelve feet (12'-0''),</td>
<td>($2,100)</td>
</tr>
<tr>
<td>020</td>
<td>Change half-round gutters to standard 24 gauge box gutter with Kynar finish.</td>
<td>($1,200)</td>
</tr>
<tr>
<td>022</td>
<td>Change exterior cedar to kiln-dried clear pressure treated yellow pine.</td>
<td>($1,300)</td>
</tr>
<tr>
<td>024</td>
<td>Change Armstrong sheet vinyl to Mannington BioSpec MD sheet vinyl.</td>
<td>($1,700)</td>
</tr>
<tr>
<td>027</td>
<td>Delete requirement for vibration isolation on the RTU's, ERV's, and air handlers.</td>
<td>($9,700)</td>
</tr>
<tr>
<td>029</td>
<td>Delete requirement for convenience outlets in AHU's and roof top units. Electrical sub has maintenance waterproof GFCI receptacles at all located required by Code.</td>
<td>($2,300)</td>
</tr>
</tbody>
</table>
030  Delete requirement for non-fused disconnects on HVAC equipment at factory. Electrical subcontractor will provide non-fused disconnects as shown on electrical drawings. (1,200)

031  Delete requirement for hot gas relief. (6,100)

032  Delete requirement for louvered hail guards. (500)

034  Owner to furnish UV lights; HVAC contractor to install. (8,000)

035  Delete spare set of charcoal filters. (1,100)

038  Delete requirement for explosion proof fans in the garage. (3,500)

040  Change underground stormwater from downspouts to surface drainage with splash blocks. (20,000)

042  Change service wire from 350mcm copper to 500mcm THHN aluminum. (5,000)

044  Change light fixture types A, AAE, AP, APE, B, D, EM, LP, NL, SP, and exit fixtures to commercial grade or alternate manufacturer. (8,400)

046  Change underslab vapor barrier to standard 10 mil poly. (800)

047  Delete panel signage. (3,500)

048  Deletee dimensional letter signage. (1,900)

049  Delete staining process of ground and polished concrete per Specification Section 033600. NOTE: Concrete will still have Polished finish with sealer as specified. (3,000)

050  Delete Tri-Star Equipment (Tag Nos. 25, 27, 28, 64, 65 and 66) (14,371)

051  Delete Commercial Washing Machine and Dryer Combo (Tag Nos. 1 and 2) – two each. (20,279)

052  Delete Commercial Dishwasher (Tag No. 4). (5,576)

053  Delete Dishwasher (Tag No. 5). (650)

054  Change metal angles at exterior windows to P.T. lumber with ¼" tapcons fasteners at 10" O.C. (1,100)

055  Delete French drain as shown on structural drawing. (2,000)
056  ACT Type 1 – use 2x2 Radar #2110 by USG standard tile with standard intermediate 15/16" steel grid in lieu of specified tile.  
ACT Type 2 – use 2x2 Radar #2120 square edge by USG with Standard intermediate 15/16" steel grid in lieu of specified tile.  
( 13,230)

057  Tele/Data: use "J" hooks instead of cable tray.  
( 2,000)

058  Lighting: Remove battery pack from fixtures designated EM and replace with standard emergency fixture.  
( 2,000)

**TOTAL:**  
( 193,006)
ATTACHMENT "D"
$ 15,400.00
$ 8,800.00
$ 500.00
$ 600.00
$ 1,500.00
$ 1,100.00
$ 2,000.00
$ 500.00
$ 3,300.00
$ 3,800.00
$ 500.00
$ 2,400.00
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$ 800.00
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$ 3,000.00
$ 14,371.00
$ 20,279.00
$ 5,676.00
$ 650.00
$ 1,100.00
$ 2,000.00
$ 13,230.00
$ 2,000.00
$ 2,000.00

$ 183,006.00
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT A POLICY FOR NAMING AND RENAMING PARKS, FACILITIES, AND STREETS OWNED BY MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that a policy for the naming and renaming of parks, facilities, and streets owned by Macon-Bibb County is hereby adopted as fully set forth in the attachment hereto and incorporated herein by reference.

SO RESOLVED this ______ day of February, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: ____________________________

                     Clerk of the Commission

(SEAL)
POLICY OF THE MACON-BIBB COUNTY COMMISSION
FOR NAMING & RENAMING PARKS, FACILITIES AND STREETS

I. Purpose:

It is the purpose of this policy to set forth a standard procedure to cover the naming and renaming of all parks, facilities and streets owned by Macon-Bibb County. For purposes of this policy, the term "streets" shall include avenues, boulevards, roads, highways, lanes, circles, drives, freeways, viaducts, alleys, and other public ways.

II. Procedure:

The following procedure shall be utilized in naming or renaming all parks, facilities and streets owned by Macon-Bibb County.

A. A written request must be submitted, by any person or persons, to any member of the Macon-Bibb County Commission, the President Pro Temp, or the Mayor.

B. The written request shall contain the following, provided however that the failure to provide any of the information listed below shall not prevent the request from being considered:

1. A clear and concise statement of the reason for the proposed naming.
2. The name and address of each person or persons interested in the naming or renaming of such property.
3. In the case of renaming of streets, the written request must contain the names, addresses, and signatures of a majority of the residents, property owners and businesses on said street, indicating their consent to the renaming. The responsibility for gathering this information shall rest on the person or persons submitting the request.
4. A history of the original park, facility or street name to be changed.

C. The written request must be placed in the form of a resolution to be sponsored by a member of the Macon-Bibb County Commission, the President Pro Temp or the Mayor.

1. In the case of the naming or renaming of streets, the names, addresses and signatures shall be obtained prior to submission of the Resolution to the Clerk of Commission.
2. The Facilities and Engineering Committee shall hold a public hearing on the naming or renaming of all streets. Notice of the hearing shall be published at least twice in the principal newspaper of general circulation in Bibb County; and written notice of said hearing shall be sent by the Clerk of Commission to all owners of property located on said street. All notices shall be published or mailed not less than 10, nor more than 20 days prior to the date of the hearing.

D. Following the hearing, the Macon-Bibb County Commission may adopt the proposed resolution as submitted, amend it, or reject the same by a majority vote of five commissioners.

III. Names for Consideration:

A. No park, facility or street owned by Macon-Bibb County shall be named for service clubs, lodges, fraternal organizations, religious or educational institutions, or any other society, provided, however, that parks and facilities may be named for the area in which the facility is located, or for the geographical features of the area in which the facility is located.

B. In those instances where the naming or renaming of a street involves a part of the state highway system, a proper request shall be made to the Georgia Department of Transportation, after completion of this policy procedure, to take the necessary action for naming or renaming that street.

C. No park, facility or street owned by Macon-Bibb County shall be named in honor of a living person or persons, and any such property so named shall be of a deceased person who must have been deceased for a period of one (1) year prior to consideration.

D. The deceased shall have been a person who either (1) contributed in some definitive and outstanding manner to the betterment of the Macon-Bibb County Community and its citizens for a number of years, through significant contributions such as lands, funds, goods or services or (2) suffered a tragic death which significantly impacted the Macon-Bibb County Community.

E. All requests for the naming or renaming of parks, facilities and streets owned by Macon-Bibb County, if named for an individual, must have the written consent of the personal representative of the estate or if no representative, then the next of kin, prior to any consideration by the Facilities and Engineering Committee. Failure to obtain such consent shall prohibit any consideration of the request.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO OBTAIN CERTIFICATION AS A WORKERS' COMPENSATION SELF-INSURER WITH THE GEORGIA STATE BOARD OF WORKERS' COMPENSATION; AND FOR OTHER PURPOSES.

WHEREAS, Bibb County and the City of Macon have combined their governmental entities to form Macon-Bibb County, and

WHEREAS, Bibb County and the City of Macon have operated under self-insurer workers' compensation plans; and

WHEREAS, Macon-Bibb County wants to continue to maintain self-insurer designation under Georgia State Board of Workers' Compensation and

WHEREAS, the Macon-Bibb County agrees to abide by all Georgia State Board of Workers' Compensation laws, rules, and regulations;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Macon-Bibb County shall operate under a self-insurer workers' compensation plan.

BE IT FURTHER RESOLVED that the Mayor and the office of risk management for Macon-Bibb County shall be authorized to take any and all action necessary for Macon-Bibb County to obtain self-insurer certification from the Georgia State Board of Workers' Compensation.

SO RESOLVED this ____ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISION

(SEAL)
SPONSOR: COMMISSIONER W.E. "SCOTTY" SHEPHERD

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO ADOPT BUSINESS REGULATIONS REGARDING THE OPERATION OF AMBULANCE SERVICES; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2012 there is to be a consolidated local government known as "Macon-Bibb County"; and

WHEREAS, Macon-Bibb County has an interest in the public welfare of its citizens receiving optimal life-saving emergency medical treatment; and

WHEREAS, requiring that ambulance services provide equipment and personnel capable of providing advanced life support for emergency calls, is a benefit to the public welfare and economy in Macon-Bibb County; and

WHEREAS, establishing that ambulance services that provide emergency service to the citizens of Macon-Bibb County could reasonably be expected to provide ambulances and staff equipped to provide at a minimum emergency services at the level of cardiac technician thus ensuring the ability to provide advanced life support and is anticipated that doing so is to be of benefit to Macon-Bibb County; and

WHEREAS, the ordinance contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1,

Chapter 7, Article II – Officials and Departments of the Macon-Bibb County Code is hereby amended by adding a new Division 3 to read as follows:

Division 3 - AMBULANCE SERVICES

Sec. 7-96. General Compliance.

All ambulance services, its vehicles and personnel shall at all times be operated in compliance with laws, rules, regulations and orders and decrees of the State of Georgia and Macon-Bibb County.
Sec. 7-97. Advanced Life Support Requirement.

Every person, firm or corporation providing ambulance service within Macon-Bibb County shall have such ambulances, except in the case of prescheduled nonemergency calls, shall be staffed, equipped and certified to provide advanced life support as presently defined in the rules and regulations of the Georgia Department of Public Health, r. 511-9-2, as presently defined or as may be defined hereafter.

Sec. 7-98. Minimum Personnel Requirement.

The initial response to all 911 or public safety calls in Macon-Bibb County by Emergency Medical Service (EMS), shall be made with at least one licensed "Cardiac Technician (CT)" or one licensed "Paramedic".

Sec. 7-99. Violations and Penalties.

Any person, firm or corporation violating the provisions hereof shall be deemed guilty of an offense and upon conviction in State Court of Bibb County shall be punished as provided by section 1-6 of the Macon-Bibb County Code of Ordinances.

Section 2.

It is the intention of the Macon-Bibb County Commission that nothing herein shall be interpreted as amending, altering, abolishing, discharging, or in any manner affecting any advisory committees, taxes, fees, charges, and/or assessments previously established or adopted by Bibb County or the City of Macon regarding ambulance services in Bibb County, the City of Macon, and/or Macon-Bibb County, and that any such advisory committees, taxes, fees, charges, and/or assessments shall continue in full force and effect in Macon-Bibb County consistent with the provisions of the Macon-Bibb County Charter, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.
Section 5.

(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 6.

To the extent necessary, penalties in effect for violations of Chapter 1 of the Code of Ordinances, Macon-Bibb County, Georgia, at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside during the period in which the moratorium set forth herein is in effect.
Section 8.

This Ordinance shall become effective immediately upon its approval by the Mayor.

SO ORDAINED this _____ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:___________________________  
Clerk of the Commission

F:\ORD MACON-0388\014 ORD Shepherd, Ambulance Ordinance, 2-27-14.doc
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE FY 2014 PARKS AND RECREATION BUDGET LINE ITEM FOR FREEDOM PARK BE SUPPLEMENT BY ADDING $16,000 TO FUND FOUR (4) PART TIME BOXING COACHES, FOR A TOTAL OF IN ADDITIONAL FUNDING FOR THE REMAINDER OF FY 2014; AND FOR OTHER PURPOSES.

WHEREAS, the gym at Freedom Park has recently been renovated to serve as a boxing arena; and

WHEREAS, the physiological as well as psychological benefits of boxing are extensive, including increased self-discipline and self-confidence, increased agility, speed, coordination, endurance and strength;

WHEREAS, organized boxing is an opportunity for Macon-Bibb County to curtail streets fights by offering the same exertion of strength and energy in a positive and safe way; 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 ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same that an amended budget change, for Parks and Recreation Department’s Freedom Park Account is approved as to add an additional $16,000 to fund the addition of specialized staff to support the new amateur boxing programs for the remaining four months of FY 2014. Said $16,000 shall be moved from the existing Macon-Bibb County fund balance.

BE IT FURTHER ORDAINED that this ABC will allow for hiring of up to four, part-time, seasonal staff to serve as boxing coaches at a maximum rate of $1,000 per month per
coach, who will specialize in amateur boxing, training and management for the remainder of FY 2014.

BE IT FURTHER ORDAINED, that the County Manager is instructed and authorized to draft and enact any necessary documentation to facilitate and implement this Ordinance.

SO ORDAINED this _____ day of ______________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING THE DEDICATION OF THE STREETS AND DRAINAGE SYSTEMS LOCATED WITHIN THE STREETS OF THE BEAUMONT HEIGHTS SUBDIVISION AND TO DECLARE THAT THOSE STREETS SHALL BE OPEN FOR PUBLIC USE AND SHALL BE MAINTAINED BY MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the developer of the Beaumont Heights subdivision constructed streets with a storm drainage system in said subdivision, namely the streets of Beaumont Heights, Oakland Hills Drive, Royal Oaks Drive, Shiloh Court, and Trade Wind Road; and

WHEREAS, the developer of the Beaumont Heights subdivision filed for bankruptcy prior to fully completing the development and prior to dedicating the streets and drainage system to the City of Macon; and

WHEREAS, the Beaumont Heights neighborhood association has requested that Macon-Bibb County accept these streets into the public street system.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Macon-Bibb County accept the dedication of Beaumont Heights, Oakland Hills Drive, Royal Oaks Drive, Shiloh Court, and Trade Wind Road and declares that such streets and drainage systems shall be open for public use and shall be maintained by Macon-Bibb County.

SO RESOLVED this ___ day of ____________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MACON GEORGIA INTERNATIONAL CHERRY BLOSSOM FESTIVAL, INC. TO HOLD THE CHERRY BLOSSOM MUSIC FESTIVAL IN DOWNTOWN MACON, GEORGIA, ON SATURDAY, MARCH 29, 2014; TO PERMIT FESTIVAL-GOERS TO CARRY AND CONSUME ALCOHOLIC BEVERAGES IN AND ABOUT THE DESIGNATED STREETS OF DOWNTOWN MACON; AND FOR OTHER PURPOSES.

WHEREAS, the Macon Georgia International Cherry Blossom Festival, Inc. is a nonprofit corporation, organized pursuant to 28 U.S.C. 501(c) (3); and

WHEREAS, the Cherry Blossom festival is a national attraction which draws visitors to Macon from other states and countries; and

WHEREAS, the Macon Georgia International Cherry Blossom Festival, Inc. is holding the Cherry Blossom Music Festival in downtown Macon, Georgia on Saturday, March 29; and

WHEREAS, alcoholic beverages will be available at the Cherry Blossom Music Festival from participating businesses in the downtown business area, and festival-goers, during the event, will traverse the premises, sidewalks, and streets of downtown Macon with alcoholic beverages; and

WHEREAS, the Macon-Bibb County Commission has determined that relaxing certain restrictions on the sale and consumption of alcoholic beverages during the Cherry Blossom Music Festival is in the best interest 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 same, that pursuant to Section 4-303(c)(6) of the Macon-Bibb County Code of Ordinances, the prohibitions contained in City Code Section 4-303(b), against open containers of alcohol on any public streets, highways, alleys, sidewalks, parks, or picnic areas, shall not apply to the downtown business area, as defined under Section 4-303(c)(6), during the Cherry Blossom Music Festival between the hours of 5 p.m. to midnight on Saturday, March 29, 2014, pursuant to, and subject to, all requirements and conditions of Section 4-303(c)(6), and any other applicable laws.

SO RESOLVED this ___ day of ______________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: ________________

Clerk of the Commission
TO: Macon-Bibb County Board of Commissioners
FROM: Thomas W. Tedders, Jr., Macon-Bibb County Tax Commissioner
SUBJECT: 2014 NEW Privileged (Alcohol Beverage License)

The attached applications to sell Beer, Liquor and/or Wine packaged to go and/or consumed on premises has met the code requirements and is submitted for your consideration.

Raceway
5127 Mercer University Drive

Texaco
4476 Ocmulgee East Blvd

Respectfully,

Thomas W. Tedders, Jr.
Tax Commissioner

Date:
Applicant name: JAGDISH B. PATEL  
Business name: OCMULGEE INVESTMENT LLC  

After investigation I recommend that the license requested herein be:  
[ ] Granted  [ ] Denied

2/17/14  
Date

[signature]  
Solicitor, State Court of Bibb County, Georgia

After investigation I recommend that the license requested herein be:  
[ ] Granted  [ ] Denied

1/23/14  
Date

[signature]  
Sheriff, Bibb County, Georgia

Recommend that application be:  [ ] Granted  [ ] Denied

This ________ day of ________, 20_____.  
Macon-Bibb County Commission

BY:

Petition is hereby  [ ] Granted  [ ] Denied by the Bibb County Board of Commissioners.

on this ________ day of ________, 20_____.

License No. ________ issued this ________ day of ________, 20_____.

Clerk, Bibb County Board of Commissioners
TO: Macon - Bibb County Board of Commissioners

FROM: Thomas W. Tedders, Jr., Macon - Bibb County Tax Commissioner

SUBJECT: 2014 NEW Privileged (Alcohol Beverage License)

The attached applications to sell Beer, Liquor and/or Wine packaged to go and/or consumed on premises has met the code requirements and is submitted for your consideration.

Raceway
5127 Mercer University Drive

Texaco
4476 Ocmulgee East Blvd

Respectfully,

[Signature]

Thomas W. Tedders, Jr.
Tax Commissioner

Date:
plaintiff name: Junok Chung

business name: Raceway

After investigation I recommend that the license requested herein be: ☐ Granted ☐ Denied

February 13, 2014

Solicitor, State Court of Bibb County, Georgia

After investigation I recommend that the license requested herein be: ☑ Granted ☐ Denied

February 3, 2014

Sheriff, Bibb County, Georgia

Recommend that application be: ☑ Granted ☐ Denied

This ______ day of _______ , 20_____

Macon-Bibb Co. Commission
License and Tax Committee

BY:

Petition is hereby ☐ Granted ☐ Denied by the Bibb County Board of Commissioners
on this ______ day of _______ , 20_____

License No. _________ issued this ______ day of ________, 20_____

Clerk, Bibb County Board of Commissioners

Page 6 of 8
Applicant name: JAGDISH B. PATEL
Business name: OCMULGEE INVESTMENT LLC

After investigation I recommend that the license requested herein be: [ ] Granted [ ] Denied

2/17/14
Date

[Signature]
Solicitor, State Court of Bibb County, Georgia

After investigation I recommend that the license requested herein be: [ ] Granted [ ] Denied

1/23/14
Date

[Signature]
Sheriff, Bibb County, Georgia

Recommend that application be: [ ] Granted [ ] Denied

This ______ day of __________, 20___.

Macon-Bibb County Commission
BY:

[Signature]

Petition is hereby [ ] Granted [ ] Denied by the Bibb County Board of Commissioners.

on this ______ day of __________, 20___.

License No. __________ issued this ______ day of __________, 20___.

[Signature]
Clerk, Bibb County Board of Commissioners