



SANDY SPRINGS

GEORGIA

CITY COUNCIL

CITY HALL · STUDIO THEATER
1 GALAMBOS WAY, SANDY SPRINGS, GEORGIA 30328

Rusty Paul, Mayor
John Paulson – District 1
Steve Soteres – District 2
Chris Burnett – District 3
Jody Reichel – District 4
Tibby DeJulio – District 5
Andy Bauman – District 6

Tuesday, January 19, 2021

Regular Meeting

Following Work Session

The January 19, 2021 City Council Meetings will be held virtually with in-person accommodation for public comment on zoning cases at Sandy Springs City Hall in the Studio Theatre.

Live-stream: Sandy Springs Facebook: <https://www.facebook.com/SandySpringsGA/>
Zoom Webinar: <http://spr.gs/2021mcc3>

Teleconference: **Dial Options** (for higher quality, dial a number based on your current location):

- 1 312 626 6799
- 1 646 558 8656
- 1 301 715 8592
- 1 346 248 7799
- 1 669 900 9128
- 1 253 215 8782

Webinar ID: 815 5716 7823

Public Comment: <http://spr.gs/pm>

I. Call to Order - Mayor Rusty Paul

II. Roll Call and General Announcements - City Clerk

III. Pledge of Allegiance - Mayor Rusty Paul

IV. Public Comment

V. Approval of Meeting Agenda

VI. Consent Agenda

A. **2021-015** Meeting Minutes
January 5, 2021 City Council Meeting

B. **2021-016** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance. The City will make reasonable accommodations for those persons.

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on property located in Land Lot 205 of the 17th District, City of Sandy Springs
(Presented by William H. Martin Jr., AIA, Public Works Director)

VII. Presentations

VIII. Public Hearing

- A. **2021-017** Request for Mayor and City Council Consideration of U20-0002 (4945 High Point Road) Request for a Conditional Use Permit for a Private School and Day Care Use, Both of Which Would Be Accessory to and Associated with an Existing Place of Worship that Predates the Code
(Presented by Alexandra Horst, Planner II)
- B. **2021-018** ABL_72824 - Approval of Alcoholic Beverage License Application for Sonesta International Hotels Corporation DBA Sonesta Atlanta Northwest 6345 Powers Ferry Road NW, Sandy Springs, GA 30339. Applicant is Richard Palmisano on behalf of Sonesta International Hotels Corporation for Consumption on the premises of Wine, Malt Beverages, and Distilled Spirits.
(Presented by Toni Jo Howard, Finance Director)
- C. **2021-019** ABL_72750 - Approval of Alcoholic Beverage License Application for HKB Hotel Group, LLC DBA Comfort Inn Sandy Springs 5793 Roswell Road, Sandy Springs, GA 30328. Applicant is Prem Patel for Retail/Package, Wine and Malt Beverages.
(Presented by Toni Jo Howard, Finance Director)
- D. **2021-020** ABL_73158 - Approval of Alcoholic Beverage License Application for Anjana I Inc. DBA Biryani Place 6115 Peachtree Dunwoody Road Unit 130, Sandy Springs, GA 30328. Applicant is Venu Danda for Consumption on the premises of Wine, Malt Beverages, and Distilled Spirits.
(Presented by Toni Jo Howard, Finance Director)
- E. **2021-021** ABL_73178 - Approval of Alcoholic Beverage License Application for TGM Sandy Springs, LLC DBA The General Muir 6405 Blue Stone Road Ste 240 Sandy Springs, GA 30328. Applicant is Jennifer White Johnson for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits.
(Presented by Toni Jo Howard, Finance Director)
- F. **2021-022** ABL_73003 - Approval of Alcoholic Beverage License Application for Lidl US Operations, LLC DBA Lidl at 6337 Roswell Road Sandy Springs, GA 30328. Applicant is Mr. Richard McLeod, Manager on behalf of Lidl US Operations, LLC for Package Wine and Malt Beverages, and Wine Tasting.
(Presented by Toni Jo Howard, Finance Director)

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IX. New Business

- A. **2021-023** Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for the Purchase of a Permanent Drainage Easement and Temporary Construction Easement on Property Located in Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia for the Peachtree Dunwoody at Telford Project, T0064
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- B. **2021-024** Request for Mayor and City Council Consideration of an Ordinance to Authorize Amending the City of Sandy Springs FY2021 Budget to Authorize a Transfer between Projects and a Resolution to Authorize the Mayor to Execute an Intergovernmental Agreement with Georgia Department of Transportation for the SR400 Express Lane Bridges Enhancements Features for Spalding Drive, Pitts Road, and Roberts Drive
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- C. **2021-025** Request for Mayor and City Council Consideration of Approval to Authorize the City Manager to Execute a Change Order and Revised Contract for Engineering Design with Atkins North America, Inc. for the SR400 Managed Lanes Bridge Replacement Enhancement Study
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- D. **2021-026** Request for Mayor and City Council Consideration of a Resolution to Approve a Contract Award to Rubio and Son Interiors, Inc. for the Construction of the Back-up 911 Center located on the 4th Floor of City Hall, and Authorization for the City Manager to Execute the Contract
(Presented by David Wells, Deputy City Manager)
- E. **2021-027** Request for Mayor and City Council Consideration of a Resolution Reappointing and Appointing Members to the Sandy Springs Board of Ethics
(Presented by Rusty Paul, Mayor)

X. Reports

- A. **2021-028** Mayor and Council Report
- B. **2021-029** Staff Reports
1. **2021-030** November 2020 Unaudited Financials

XI. Executive Session - Real Estate & Litigation

XII. Adjournment

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CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: William H. Martin Jr., AIA, Public Works Director

DATE: January 8, 2021 Submission for the January 19, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement on property located in Land Lot 205 of the 17th District, City of Sandy Springs

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement on that tract of land lying and located in Land Lot 205 of the 17th District, Fulton County, Georgia. The property owner is the Municipal Electric Authority of Georgia and is located at 1470 Riveredge Parkway, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 68.82 square feet of Fee Simple Right of Way, 662.03 square feet of Permanent Easement for the Construction and Maintenance of Slopes and 3,181.94 square feet of Temporary Construction Easement on this property is necessary in order to construct the TS-170 Interstate North Parkway Project.

Discussion:

Although the property owner couldn't donate the rights of way needed for the project, they did agree to accept the City's appraised offer of Fair Market Value in the amount of \$20,600.00 for the property rights required to construct the project.

Financial Impact:

\$20,600.00, which is the Appraised Fair Market Value.

Alternatives:

N/A

Attachments:

1. Aerial Map

2. GIS Map
3. TS-170 MEAG Executed Agreement
4. RESOLUTION



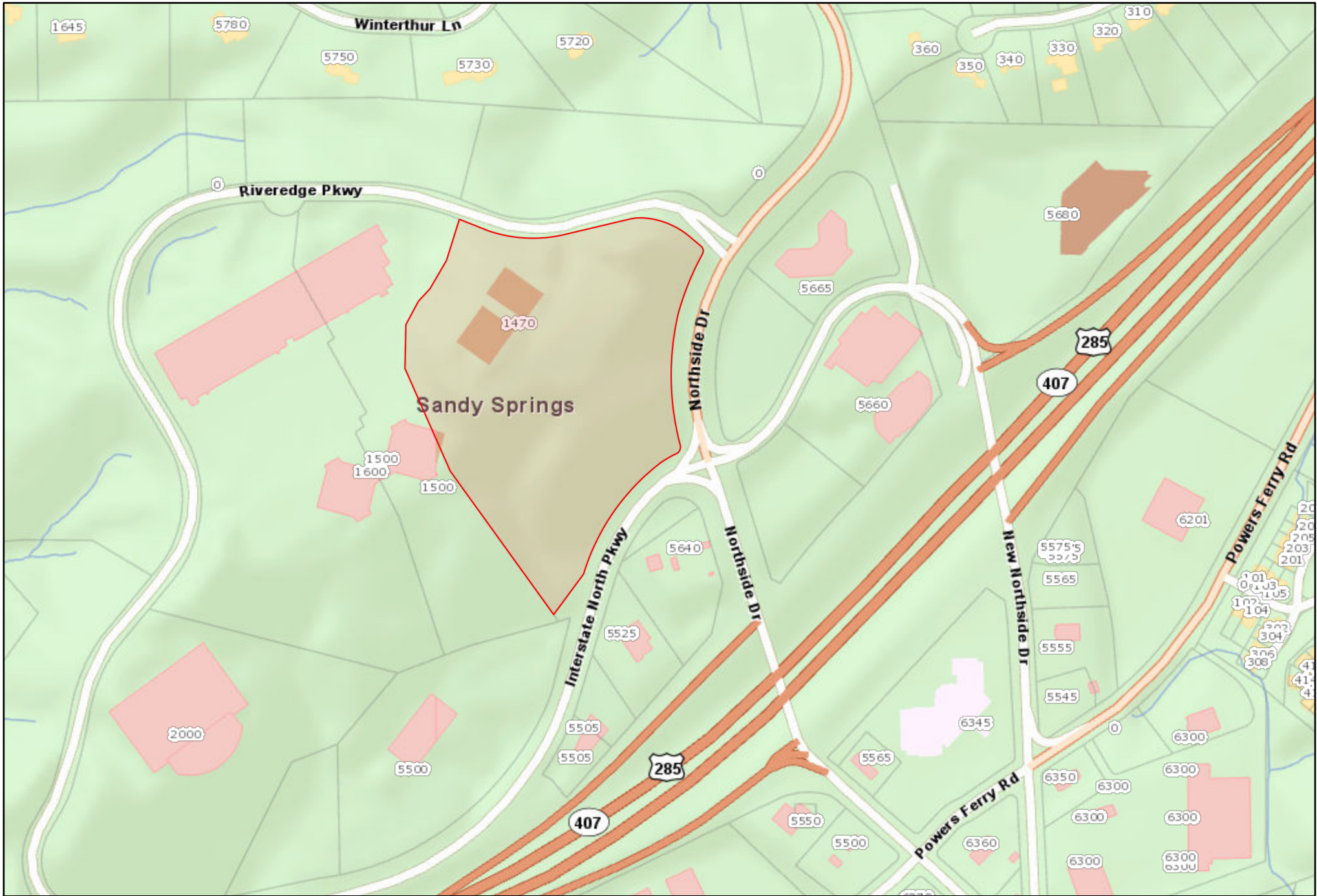
Date: 1/6/2021
Map Size: 8.5x11 (LETTER)



TS-170 MEAG Agreement

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.





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Date: 1/6/2021
Map Size: 8.5x11 (LETTER)



TS-170 MEAG Agreement

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FULTON COUNTY

**AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY, PERMANENT EASEMENT FOR THE
CONSTRUCTION AND MAINTENANCE OF SLOPES AND TEMPORARY CONSTRUCTION EASEMENT**

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum specified below, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

For the sum of **\$20,600.00**, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for all of the rights granted.

<u>68.82 sf</u>	Fee Simple Right of Way
<u>662.03 sf</u>	Permanent Easement/Constr. and Maint. of Slopes
<u>3,181.94 sf</u>	Temporary Construction Easement

- 3) Any and all applicable Temporary Easements will expire upon the sooner of two (2) years from the date of granting such easements or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this 21st day of December, 2020.

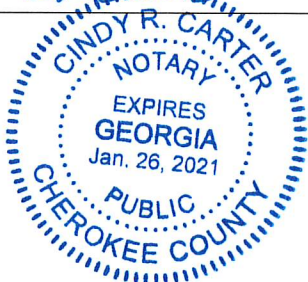
Signed, Sealed and Delivered in the presence of:

**Municipal Electric Authority of Georgia
a public corporation of the State of Georgia**

By: James E. Fuller (SEAL)
Name: James E. Fuller
Title: President and Chief Executive Officer

Witness

Cindy R. Carter
Notary Public



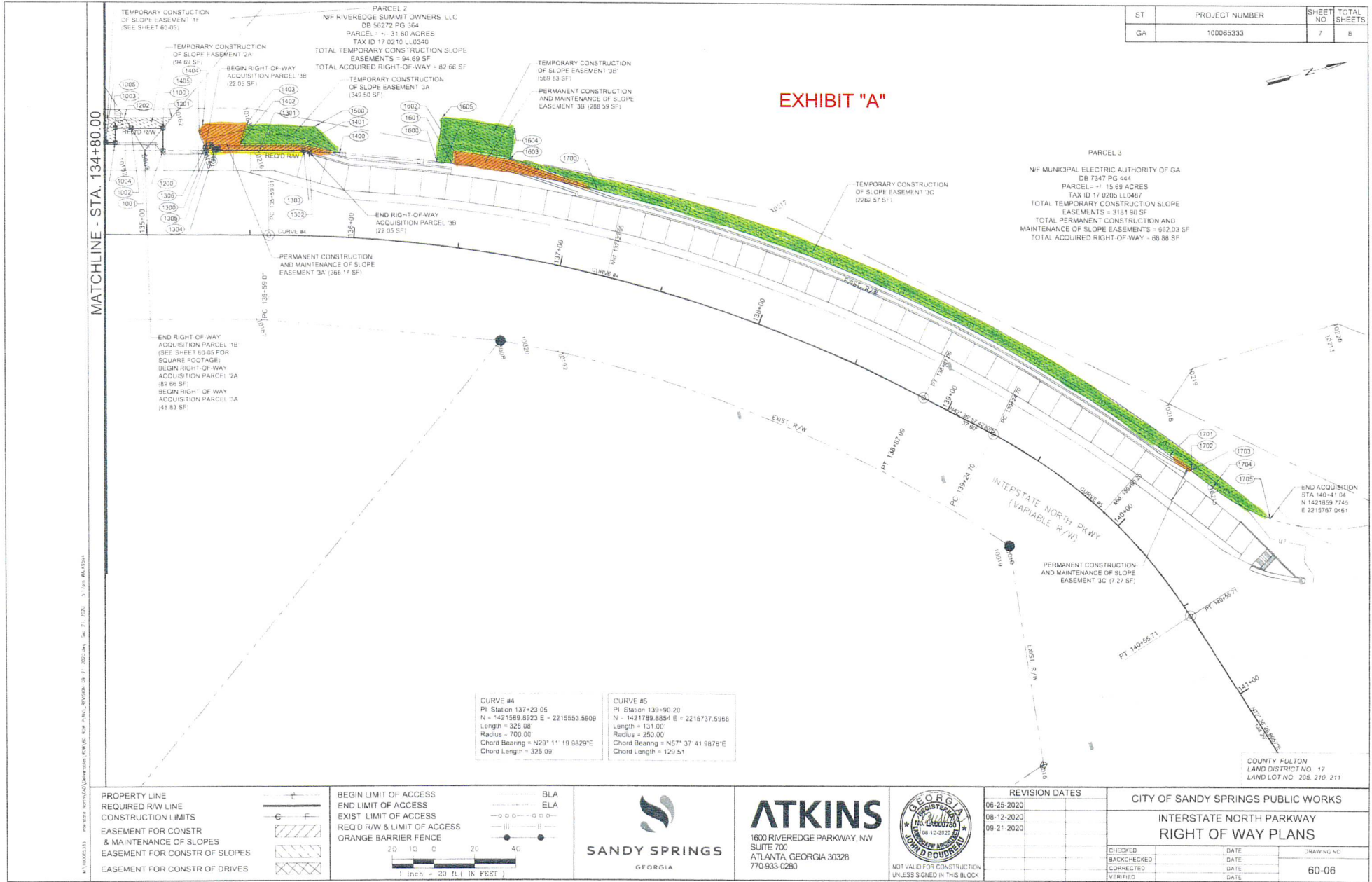


EXHIBIT "B"

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	8	8

PARCEL 1 N/F PLN RIVEREDGE, L.P.
EASMT FOR CONSTR OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
100	55.63' LT	119+85.07	INTERSTATE NORTH PKWY
101	50.14' LT	120+64.59	INTERSTATE NORTH PKWY
102	55.14' LT	120+64.93	INTERSTATE NORTH PKWY
103	60.62' LT	119+85.42	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 398.52 SQ. FT. = 0.009 ACRES			
201	43.33' LT	121+63.20	INTERSTATE NORTH PKWY
409	43.44' LT	121+80.14	INTERSTATE NORTH PKWY
408	44.60' LT	121+85.95	INTERSTATE NORTH PKWY
407	44.16' LT	122+24.57	INTERSTATE NORTH PKWY
406	43.31' LT	122+64.75	INTERSTATE NORTH PKWY
405	47.32' LT	122+68.23	INTERSTATE NORTH PKWY
404	51.83' LT	122+67.61	INTERSTATE NORTH PKWY
202	54.00' LT	121+63.33	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 915.84 SQ. FT. = 0.021 ACRES

402	39.68' LT	122+89.28	INTERSTATE NORTH PKWY
401	39.33' LT	123+40.28	INTERSTATE NORTH PKWY
400	35.86' LT	123+60.79	INTERSTATE NORTH PKWY
500	35.78' LT	123+93.32	INTERSTATE NORTH PKWY
504	38.94' LT	124+13.22	INTERSTATE NORTH PKWY
503	38.22' LT	126+71.68	INTERSTATE NORTH PKWY
502	41.20' LT	126+83.80	INTERSTATE NORTH PKWY
501	39.90' LT	126+86.04	INTERSTATE NORTH PKWY
600	36.31' LT	127+89.28	INTERSTATE NORTH PKWY
601	49.34' LT	127+89.28	INTERSTATE NORTH PKWY
405	42.32' LT	122+68.23	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 5447.62 SQ. FT. = 0.125 ACRES

700	37.95' LT	130+27.68	INTERSTATE NORTH PKWY
701	38.85' LT	131+22.37	INTERSTATE NORTH PKWY
702	50.71' LT	131+24.70	INTERSTATE NORTH PKWY
703	48.00' LT	130+27.35	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 927.85 SQ. FT. = 0.021 ACRES

801	40.02' LT	133+61.36	INTERSTATE NORTH PKWY
900	40.06' LT	133+75.96	INTERSTATE NORTH PKWY
901	48.84' LT	133+78.05	INTERSTATE NORTH PKWY
802	50.61' LT	133+61.60	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 152.63 SQ. FT. = 0.003 ACRES

1007	44.32' LT	134+68.60	INTERSTATE NORTH PKWY
1006	44.19' LT	134+72.51	INTERSTATE NORTH PKWY
1005	43.60' LT	134+80.49	INTERSTATE NORTH PKWY
1004	43.62' LT	134+84.97	INTERSTATE NORTH PKWY
1003	50.63' LT	134+85.05	INTERSTATE NORTH PKWY
1002	50.62' LT	134+92.52	INTERSTATE NORTH PKWY
1202	55.53' LT	134+89.48	INTERSTATE NORTH PKWY
1203	55.50' LT	134+79.94	INTERSTATE NORTH PKWY
1204	50.71' LT	134+79.98	INTERSTATE NORTH PKWY
1205	50.99' LT	134+63.82	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 182.12 SQ. FT. = 0.004 ACRES

TOTAL REQ'D EASEMENT AREA = 8024.58 SQ. FT. = 0.184 ACRES

PARCEL 1 N/F PLN RIVEREDGE, L.P.
PERMANENT EASMT FOR CONSTR & MAINT OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
200	45.09' LT	121+37.63	INTERSTATE NORTH PKWY
201	43.33' LT	121+63.20	INTERSTATE NORTH PKWY
202	54.00' LT	121+63.33	INTERSTATE NORTH PKWY
203	54.33' LT	121+37.75	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 254.73 SQ. FT. = 0.006 ACRES			
301	41.10' LT	121+95.46	INTERSTATE NORTH PKWY
304	40.99' LT	122+54.26	INTERSTATE NORTH PKWY
303	36.11' LT	122+88.61	INTERSTATE NORTH PKWY
401	39.33' LT	123+40.28	INTERSTATE NORTH PKWY
402	39.68' LT	122+89.28	INTERSTATE NORTH PKWY
403	47.14' LT	122+88.97	INTERSTATE NORTH PKWY
404	51.83' LT	122+67.61	INTERSTATE NORTH PKWY
405	42.32' LT	122+68.23	INTERSTATE NORTH PKWY
406	43.01' LT	122+64.75	INTERSTATE NORTH PKWY
407	44.16' LT	122+24.57	INTERSTATE NORTH PKWY
408	44.60' LT	121+85.95	INTERSTATE NORTH PKWY
409	43.44' LT	121+80.14	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 747.18 SQ. FT. = 0.017 ACRES

500	35.78' LT	123+93.32	INTERSTATE NORTH PKWY
501	39.90' LT	126+86.04	INTERSTATE NORTH PKWY
502	41.20' LT	126+83.80	INTERSTATE NORTH PKWY
503	38.22' LT	126+71.68	INTERSTATE NORTH PKWY
504	38.94' LT	124+13.22	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 269.52 SQ. FT. = 0.018 ACRES

701	38.85' LT	131+22.37	INTERSTATE NORTH PKWY
800	40.14' LT	132+36.96	INTERSTATE NORTH PKWY
801	40.07' LT	133+61.36	INTERSTATE NORTH PKWY
802	50.81' LT	133+61.60	INTERSTATE NORTH PKWY
702	50.71' LT	131+24.70	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 3099.97 SQ. FT. = 0.071 ACRES

TOTAL REQ'D EASEMENT AREA = 4865.40 SQ. FT. = 0.112 ACRES
TOTAL LOT SIZE = +/- 9.07 ACRES
TWO DRIVEWAY EASMT REQ'D

PARCEL 1 N/F PLN RIVEREDGE, L.P.
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
301	41.10' LT	121+95.46	INTERSTATE NORTH PKWY
304	40.99' LT	122+54.26	INTERSTATE NORTH PKWY
303	36.11' LT	122+88.61	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 193.61 SQ. FT. = 0.004 ACRES

TOTAL LOT SIZE = +/- 9.07 ACRES

PARCEL 1 N/F PLN RIVEREDGE, L.P.
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1000	40.00' LT	134+49.48	INTERSTATE NORTH PKWY
1001	39.97' LT	134+99.28	INTERSTATE NORTH PKWY
1002	50.62' LT	134+92.57	INTERSTATE NORTH PKWY
1003	50.63' LT	134+85.05	INTERSTATE NORTH PKWY
1004	43.62' LT	134+84.97	INTERSTATE NORTH PKWY
1005	43.60' LT	134+80.49	INTERSTATE NORTH PKWY
1006	44.19' LT	134+72.51	INTERSTATE NORTH PKWY
1007	44.32' LT	134+68.60	INTERSTATE NORTH PKWY
1008	44.81' LT	134+49.45	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 268.55 SQ. FT. = 0.006 ACRES

TOTAL REQ'D R/W AREA = 482.16 SQ. FT. = 0.010 ACRES
TOTAL LOT SIZE = +/- 9.07 ACRES

PARCEL 2 N/F RIVEREDGE SUMMIT OWNERS, LLC
EASMT FOR CONSTR OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1002	50.62' LT	134+92.57	INTERSTATE NORTH PKWY
1100	50.61' LT	135+08.10	INTERSTATE NORTH PKWY
1201	55.64' LT	135+12.20	INTERSTATE NORTH PKWY
1202	55.53' LT	134+89.48	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 94.69 SQ. FT. = 0.002 ACRES

PARCEL 2 N/F RIVEREDGE SUMMIT OWNERS, LLC
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1001	39.97' LT	134+99.28	INTERSTATE NORTH PKWY
1100	50.61' LT	135+08.10	INTERSTATE NORTH PKWY
1002	50.62' LT	134+92.57	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 82.66 SQ. FT. = 0.002 ACRES

TOTAL LOT SIZE = +/- 31.80 ACRES

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
EASMT FOR CONSTR OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1402	43.45' LT	135+45.39	INTERSTATE NORTH PKWY
1401	43.84' LT	135+75.20	INTERSTATE NORTH PKWY
1400	39.72' LT	135+97.44	INTERSTATE NORTH PKWY
1500	52.01' LT	135+79.65	INTERSTATE NORTH PKWY
1403	52.25' LT	135+48.07	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 349.50 SQ. FT. = 0.008 ACRES

1600	39.51' LT	135+35.53	INTERSTATE NORTH PKWY
1601	39.47' LT	135+42.40	INTERSTATE NORTH PKWY
1602	45.73' LT	135+42.29	INTERSTATE NORTH PKWY
1603	45.39' LT	135+68.27	INTERSTATE NORTH PKWY
1604	60.39' LT	135+68.31	INTERSTATE NORTH PKWY
1605	60.51' LT	135+35.61	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 569.83 SQ. FT. = 0.013 ACRES

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
EASMT FOR CONSTR OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1603	45.39' LT	135+68.27	INTERSTATE NORTH PKWY
1700	39.29' LT	137+09.90	INTERSTATE NORTH PKWY
1701	42.13' LT	139+95.12	INTERSTATE NORTH PKWY
1702	45.04' LT	140+05.29	INTERSTATE NORTH PKWY
1703	43.87' LT	140+05.55	INTERSTATE NORTH PKWY
1704	56.14' LT	140+16.97	INTERSTATE NORTH PKWY
1705	56.45' LT	140+41.02	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 2262.57 SQ. FT. = 0.052 ACRES
TOTAL REQ'D EASEMENT AREA = 3181.90 SQ. FT. = 0.073 ACRES

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
PERMANENT EASMT FOR CONSTR & MAINT OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1306	41.63' LT	135+28.47	INTERSTATE NORTH PKWY
1400	42.94' LT	135+31.22	INTERSTATE NORTH PKWY
1304	40.97' LT	135+32.77	INTERSTATE NORTH PKWY
1303	40.51' LT	135+74.85	INTERSTATE NORTH PKWY
1302	39.82' LT	135+77.45	INTERSTATE NORTH PKWY
1400	39.72' LT	135+97.44	INTERSTATE NORTH PKWY
1401	43.84' LT	135+75.20	INTERSTATE NORTH PKWY
1402	43.45' LT	135+45.39	INTERSTATE NORTH PKWY
1403	52.25' LT	135+48.07	INTERSTATE NORTH PKWY
1404	52.01' LT	135+79.65	INTERSTATE NORTH PKWY
1405	47.55' LT	135+25.70	INTERSTATE NORTH PKWY

REQ'D PERMANENT EASMT AREA = 356.77 SQ. FT. = 0.007 ACRES

1601	39.47' LT	135+42.40	INTERSTATE NORTH PKWY
1600	39.29' LT	137+09.90	INTERSTATE NORTH PKWY
1603	45.39' LT	135+68.27	INTERSTATE NORTH PKWY
1602	45.73' LT	135+42.29	INTERSTATE NORTH PKWY

REQ'D PERMANENT EASMT AREA = 288.59 SQ. FT. = 0.006 ACRES

1701	42.13' LT	139+95.12	INTERSTATE NORTH PKWY
1703	43.87' LT	140+05.55	INTERSTATE NORTH PKWY
1702	45.04' LT	140+05.29	INTERSTATE NORTH PKWY

REQ'D PERMANENT EASMT AREA = 727.50 SQ. FT. = 0.007 ACRES
TOTAL REQ'D EASEMENT AREA = 562.03 SQ. FT. = 0.015 ACRES
TOTAL LOT SIZE = +/- 15.69 ACRES

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1001	39.97' LT	134+99.28	INTERSTATE NORTH PKWY
1200	39.95' LT	135+08.07	INTERSTATE NORTH PKWY
1100	50.61' LT	135+08.10	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 46.83 SQ. FT. = 0.001 ACRES

1300	39.93' LT	135+29.29	INTERSTATE NORTH PKWY
1301	39.96' LT	135+54.56	INTERSTATE NORTH PKWY
1302	39.82' LT	135+77.45	INTERSTATE NORTH PKWY
1303	40.51' LT	135+74.85	INTERSTATE NORTH PKWY
1304	40.09' LT	135+32.77	INTERSTATE NORTH PKWY
1305	42.94' LT	135+31.22	INTERSTATE NORTH PKWY
1306	41.63' LT	135+28.47	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 22.05 SQ. FT. = 0.001 ACRES
TOTAL LOT SIZE = +/- 15.69 ACRES

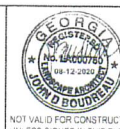
PROPERTY LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
EXIST. LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE

BLA
ELA

SANDY SPRINGS
GEORGIA

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0260



REVISION DATES
08-25-2020
08-12-2020
09-21-2020

CITY OF SANDY SPRINGS PUBLIC WORKS
INTERSTATE NORTH PARKWAY
RIGHT OF WAY PLANS

CHECKED	DATE	DRAWING NO.
BAD/CHECKED	DATE	
CORRECTED	DATE	
VERIFIED	DATE	60-07

EXHIBIT “C”

No special provisions.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY,
PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES AND
TEMPORARY CONSTRUCTION EASEMENT ON THAT TRACT OF LAND LYING
ON PROPERTY LOCATED IN LAND LOT 205 OF THE 17TH DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Temporary Driveway Easement by the City of Sandy Springs for property located at 1470 Riveredge Parkway owned by the Municipal Electric Authority of Georgia in Land Lot 205 of the 17th District, Fulton County, City of Sandy Springs, Georgia

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

To facilitate the construction of the TS-170 Interstate North Parkway Project, the City approves the acceptance of an Agreement to Purchase Fee Simple Right of Way, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement on property located in Land Lot 205 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 19th day of January, 2021.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

GEORGIA

P&Z STAFF REPORT

Mayor and City Council Meeting, January 19, 2021

Case: **U20-0002 – 4945 High Point Road**
Staff Contact: Alexandra Horst (AHorst@SandySpringsga.gov)
Report Date: January 6, 2021

REQUEST

Request for a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code.

APPLICANT

Property Owner: The Church of the Atonement, Inc. (High Point Episcopal Community Church) (HPECC))	Petitioner: St. Martin's Episcopal School, Inc. (SMES) (contact: Dennis J. Webb, Jr.)	Representative: Dennis J. Webb, Jr.
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SUMMARY

The Applicant requests a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code. St. Martin's Episcopal School (SMES) plans to maintain the subject property essentially as is, with some minor site changes, make some internal building alterations, relocate its early children program to the subject property, and allow for continued community and worship use.

UPDATE (November 23, 2020)

Due to the ongoing Coronavirus Pandemic and the increase in cases, Mayor and City Council postponed all in-person public meetings and hearings. U20-0002 was originally scheduled to be heard by the Mayor and City Council on December 15, 2020.

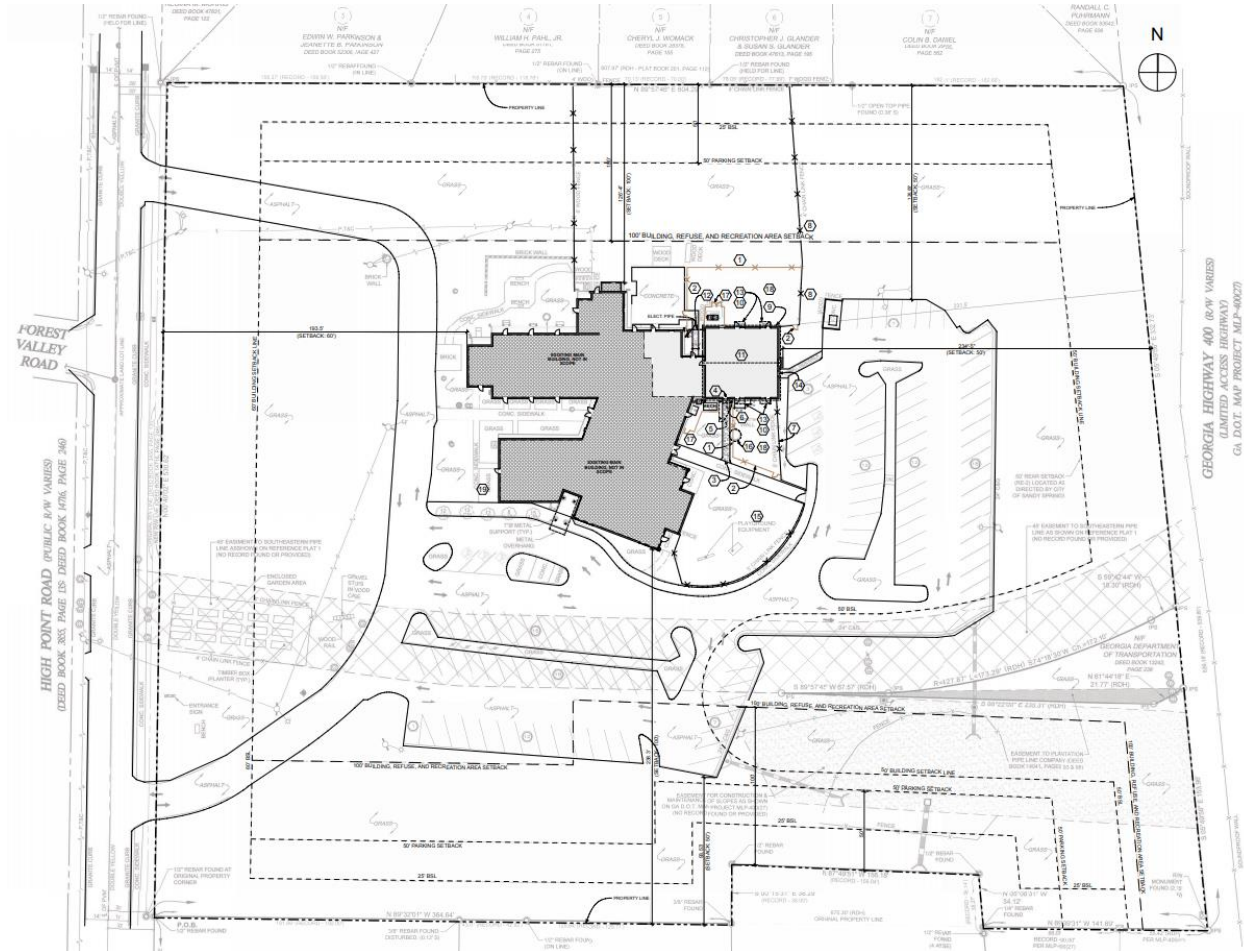
RECOMMENDATIONS
Planning Commission (November 18, 2020)
Following Staff's presentation on U20-0002, the Petitioner's Representative spoke and requested a change of Staff's recommended condition #2 to a maximum of 100, rather than 60, enrolled children, in order to allow for growth. The President of the Sandy Springs Council of Neighborhoods (SSCN) and the President and a member of the High Point Civic Association (HPCA) then spoke. They indicated support for the U20-0002 request and Staff's recommended conditions, including condition #2 specifying a maximum of 60 enrolled children. They mentioned concerns about potential traffic generation and nearby schools and day cares and commented upon the community's expectation of 60 enrolled children and the Applicant's ability to request another Conditional Use Permit in the future. The Petitioner's Representative then commented that traffic problems would not be created and noted SMES' wish for a cap of 100 to allow for organic growth. The Chair of the Planning Commission clarified that the Planning Commission's role is to consider the case as prepared by Staff. Members asked about ownership of the property, additional potential uses and events onsite, and permitting requirements. A Member indicated that the community is welcoming of SMES with 60 enrolled children. The Vice Chair stated that the Applicant could request another Conditional Use Permit later. Motion Commissioner Settles moved to recommend Approval of Conditional Use Permit U20-0002 with Staff's recommended Conditions. Commissioner Nickles seconded the motion. All members voted in favor of the motion, and it passed.
Department of Community Development
Staff recommends Approval with Conditions of Conditional Use Permit U20-0002.

MATERIALS SUBMITTED AND REVIEWED
Materials: 1. Application, received July 7, September 15, and October 5, 14, and 15, 2020 Plans: 1. "<i>ALTA/NSPS LAND TITLE SURVEY: St. Martin's Episcopal School, Inc., Ameris Bank, & Fidelity National Title Insurance Company</i>," prepared by Travis Pruitt & Associates, Inc., signed and sealed by Travis N. Pruitt, Jr., P.L.S., dated October 2, 2020, received October 5, 2020 2. "<i>Site Plan</i>," prepared by Collins Cooper Carusi Architects, dated October 2, 2020, received October 5, 2020

PROPERTY INFORMATION	
Location:	4945 High Point Road (Parcel # 17 0040 LL0726)
Council District:	5 – Tibby DeJulio
Road frontage:	Approximately 523.50 feet of frontage on High Point Road
Acreage:	Approximately 7.54 acres
Current Zoning:	RE-2 (Residential Estate, 2 acre minimum lot size)
Existing Land Use:	Place of Worship
Character Area:	Protected Neighborhood

PROCESS			
Initial Community Meeting (CMI): June 29, 2020	Second Community Meeting (CMII): September 30, 2020 (it was postponed to this date due to the Coronavirus Pandemic)	Planning Commission Hearing: November 18, 2020	Mayor and City Council Hearing: January 19, 2021 (originally scheduled for December 15, 2020)

SITE PLAN (received October 5, 2020) (full size Site Plan in Package)



EXISTING AND PROPOSED DEVELOPMENT

The Church of the Atonement, Inc. (High Point Episcopal Community Church (HPECC)) is existing. According to the Applicant, the Episcopal Diocese of Atlanta has controlled the subject property since the early 1960s, housing at least four worship congregations over that time. The property has also been used for educational and community activities. HPECC is no longer financially able to sustain the property, so the Diocese looked for a new user.

The following images show the existing conditions of 4945 High Point Road.











(All photographs by Alexandra Horst, October 18, 2020)

The Applicant requests a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with the existing place of worship predating the Code. According to the Applicant, St. Martin's Episcopal School (SMES) is a private school founded in 1959 that is a ministry of the Episcopal Church. Its current campus is seven (7) acres located in Brookhaven, serving approximately 600 enrolled children.

SMES plans to maintain the subject property essentially as is, making some exterior mechanical and maintenance and interior changes to the existing one (1)-story building. Proposed internal building changes include an administrative lobby, five (5) classrooms, and offices. SMES proposes to relocate its early children program to the subject property, place some administrative office workers onsite, host some school activities, and allow for continued community and worship use. SMES would also allow the Diocese to conduct public worship services and neighbors to use the community garden.

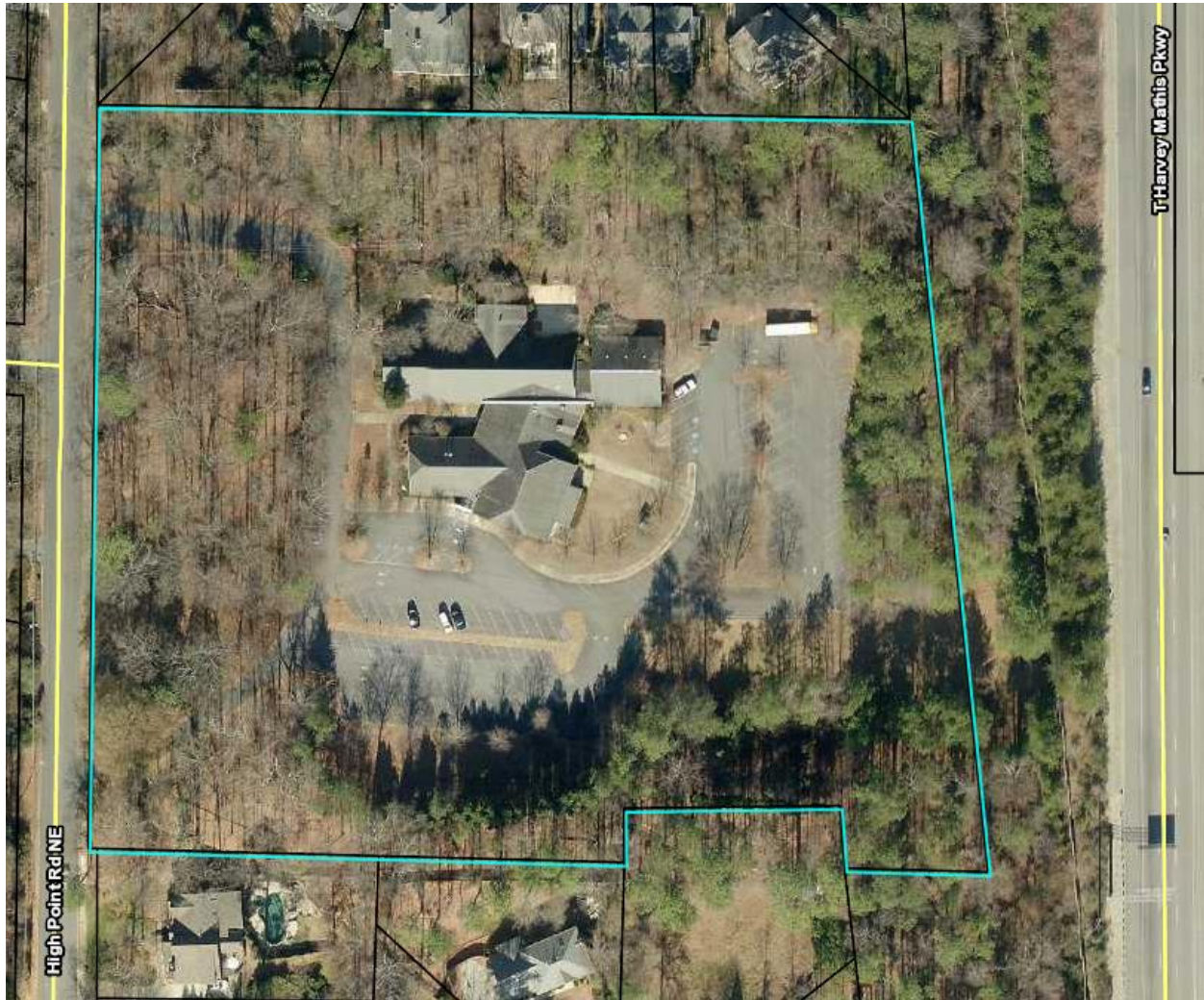
The Applicant proposes 60 enrolled children ages eight (8)-weeks old to five (5)-years old, with a cap of 100 total enrolled children, and 15 administrative office workers. The number of enrolled children had been specified as 60 since the Initial Community Meeting (CMI), in all four (4) versions of the Applicant's Statement of Intent, and at the Second Community Meeting (CMII). However, in the CMII Minutes, submitted by the Applicant after the Meeting, a cap of 100 was mentioned.

Per the ITE Trip Generation Manual, for Daycare – Land Use Code 565, 60 students produces 48 total AM peak hour and 49 total PM peak hour trips, while 100 students produces 78 total AM peak hour and 79 total PM peak hour trips, as indicated in the Sandy Springs Transportation Engineer's comments below. Since the proposal would not generate 100 or more trips during the peak hour, a traffic impact study is not required.

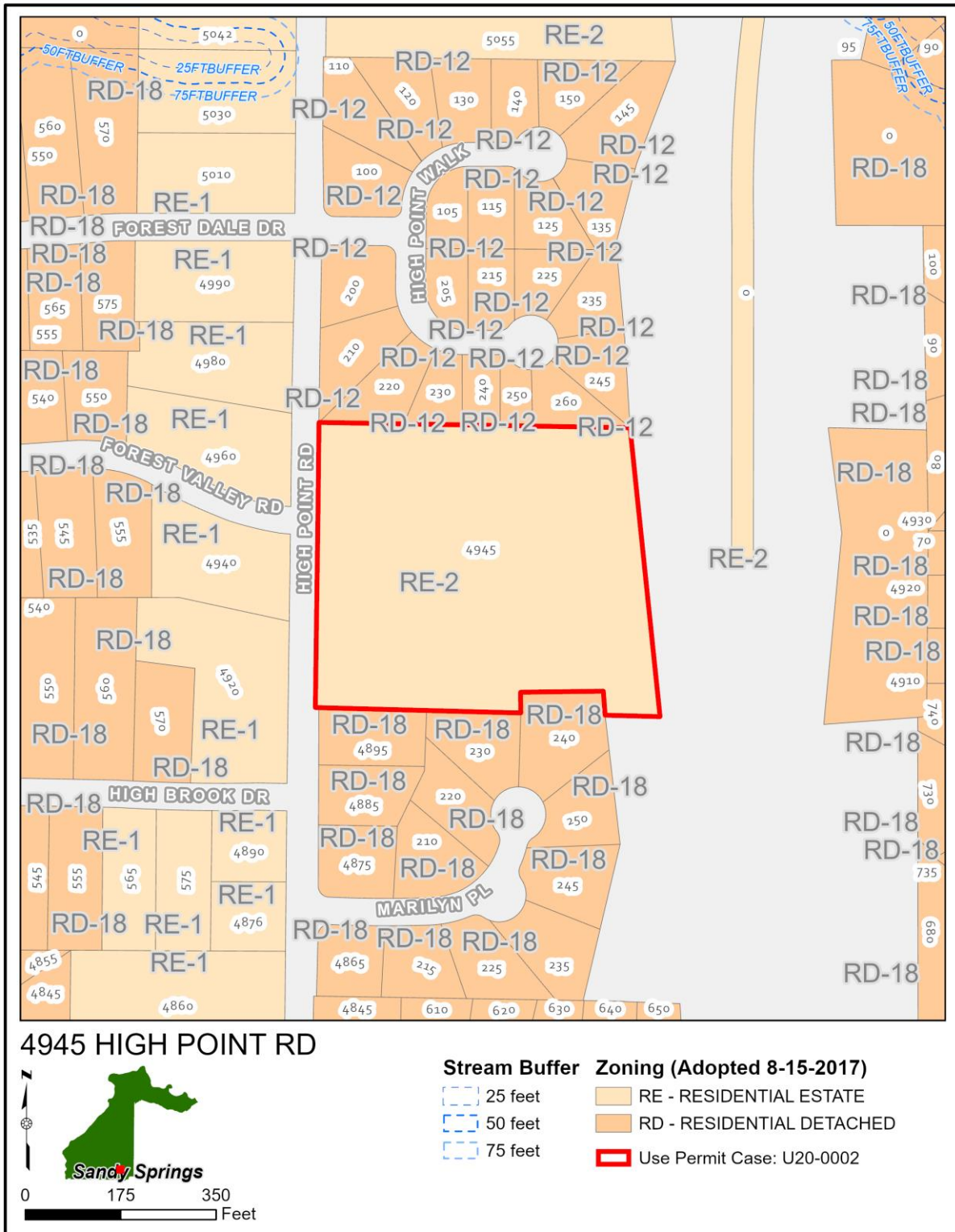
Staff recommends that the Applicant be conditioned to the original proposal of 60 enrolled children, as presented to Staff and the community and throughout the course of the Application.

EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	RD-12 / Single Unit Detached Residences	220 High Point Walk 230 High Point Walk 230 High Point Walk 250 High Point Walk 260 High Point Walk	0.42 0.29 0.23 0.23 0.32
East / South / North	--	GA-400	--
South	RD-18 / Single Unit Detached Residence	4895 High Point Road	0.45
South	RD-18 / Single Unit Detached Residences	230 Marilyn Place 240 Marilyn Place	0.44 0.57
West	RE-1 / Single Unit Detached Residence	4960 High Point Road	1.05
West	RE-1 / Single Unit Detached Residence	4940 High Point Road NE	1.07
West	RE-1 / Undeveloped	4920 High Point Road NE	1.17
PROPOSED DEVELOPMENT			
--	RE-2 / School, Private (K-12) / Day Care accessory to and associated with existing Place of Worship	4945 High Point Road	7.68

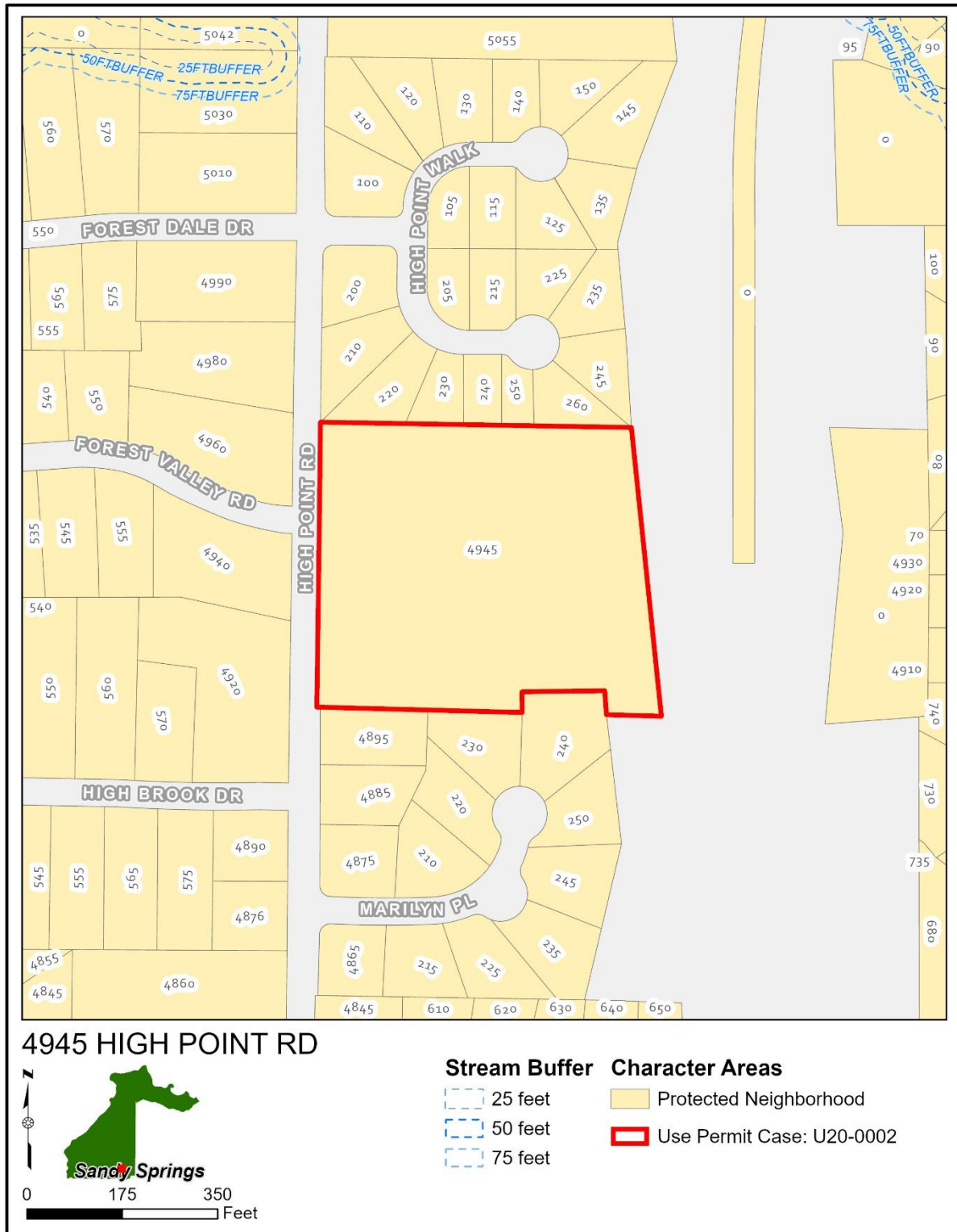
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



CONDITIONAL USE PERMIT CONSIDERATIONS

Per Sec. 11.3.6.D. of the Development Code, the following list of approval criteria for a Conditional Use Permit provides guidance for making decisions on approval:

1. *The use is allowed as a conditional use in the respective zoning district (see Div. 7).*

Finding: School, Private (K-12) requires a Conditional Use Permit in the RE- District. Day Care facilities in association with the school do not require a separate Conditional Use Permit (Sec. 7.4.1.H.2.a. of the Development Code). The Place of Worship is existing.

2. *The use complies with the applicable specific use standard listed in Article 7 without the granting of any Variance.*

Finding: Civic is defined as, “Places of public assembly that provide ongoing governmental, life safety, educational and cultural services to the general public, as well as meeting areas for religious practice” (Sec. 7.4.1.A.) School, Private (K-12) within this Use Category is defined as, “An educational use having a curriculum at least equal to a public school, but not operated by the Fulton County Board of Education” (Sec. 7.4.1.H.1.).

Day Care within the Commercial Use Category is defined as, “A use in which shelter, care and supervision for 7 or more children or adults on a regular basis away from their residence for less than 24 hours a day. A day care facility may provide basic educational instruction. Day care includes adult day care, child care learning center and preschool” (Sec. 7.5.5.A.).

Following are the Use Standards for School, Private (K-12) and Day Care and a discussion of the proposed use and applicable standards.

School, Private (K-12):

Basic Use Standards:

a. Day care facilities (see Sec. 7.5.5.) in association with the school do not require a separate Conditional Use Permit.

The request is for a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code.

b. No buildings and refuse area may be located within 100 feet of a Protected Neighborhood district used for residential purposes.

No buildings or refuse areas are proposed to be located within 100 feet of a Protected Neighborhood district used for residential purposes.

c. No active outdoor recreation area may be located within 100 feet of a Protected Neighborhood district used for residential purposes.

No active outdoor recreation areas are proposed to be located within 100 feet of a Protected Neighborhood district used for residential purposes.

d. No parking areas may be located within 50 feet of any Protected Neighborhood district used for residential purposes.

No parking areas are proposed to be located within 50 feet of any Protected Neighborhood district used for residential purposes.

- e. Student drop-off and vehicular turn-around facilities must be provided onsite so that vehicles may re-enter the street in a forward manner.**

There are two (2) curb cut access points on High Point Road; the “Site Plan” indicates two (2) two (2)-direction curb cuts. According to the Applicant, drop-off would be provided in a one (1)-way direction, with vehicles re-entering the street in a forward manner.

- f. Offsite stadium:**

- i. Vehicular access is prohibited from a local street.**
- ii. A minimum 200-foot buffer and minimum ten (10)-foot improvement setback must be provided along all common lot lines adjacent to a Protected Neighborhood or Urban Neighborhood district.**
- iii. The hours of operation are limited to 6:00 AM and 11:00 PM adjacent to a street right-of-way or residential district.**

No offsite stadium is proposed.

Additional Use Standards:

- a. Minimum lot area is one (1) acre.**

The site contains approximately 7.68 acres, exceeding the one (1)-acre minimum.

- b. Permitted curb cut access must not be from a local street.**

There are two (2) curb cut access points on High Point Road, a collector, not local, street.

- c. The maximum lot coverage and maximum building height beyond those of the underlying zoning district are determined through the Conditional Use Permit process.**

The proposed lot coverage is 87,517 square feet, or 26.66% of the total site. The Applicant indicates a maximum lot coverage of 40%. St. Martin’s Episcopal School (SMES) plans to maintain the subject property essentially as is and make some internal changes to the existing one (1)-story building. The Applicant indicates a maximum proposed building height of three (3) stories/40’. Staff recommends that the Applicant be conditioned to a maximum lot coverage of 28% of the total site and a maximum building height that is no higher than that of the existing one (1)-story building.

Day Care:

- a. All day care must meet the applicable standards of the Georgia Department of Early Care and Learning or the Georgia Department of Community Health, as applicable.**

The proposed day care use would meet the applicable standards.

- 3. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.**

Finding: The Church of the Atonement, Inc. (High Point Episcopal Community Church (HPECC)) is existing. According to the Applicant, the Episcopal Diocese of Atlanta has controlled the subject property since the early 1960s, and the property has also been used for educational and community activities. SMES plans to maintain the subject property essentially as is (with minor site design changes), make some internal building changes, relocate its early children program to the subject property, place some administrative office workers onsite, host some school activities, and allow for continued community and worship use. SMES would allow the Diocese to conduct public worship services and neighbors to use the community garden. The use is compatible with adjacent uses, many of which are single unit detached residences, as shown in the Existing Zoning and Land Uses of Property in the Vicinity table.

4. Any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

Finding: HPECC is existing. SMES plans to maintain the subject property essentially as is, make some internal building changes, and allow for continued community and worship use. The proposed use would not be adverse.

5. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.

Finding: HPECC is existing. There are two (2) curb cut access points on High Point Road; the "Site Plan" indicates two (2) two (2)-direction curb cuts. According to the Applicant, drop-off would be provided in a one (1)-way direction, with vehicles re-entering the street in a forward manner. Per the Sandy Springs Transportation Engineer, while a full traffic impact study is not required, at the time of permitting, the Applicant shall provide information regarding the need to install a deceleration and/or right turn lane. The City and other service providers are and will be able to provide sufficient public facilities and services.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

- ADA-accessible path should be constructed from site arrival point to the existing sidewalk on High Point Road.

- Carpool circulation plan that demonstrates all stacking onsite should be provided.

Sandy Springs Transportation Engineer:

- Anticipated Trips Generation for this use, per ITE Trip Generation Manual, 10th Edition:

Daycare – Land Use Code 565

Unit: Students (100)

Daily Rate: 4.09 (409 Trips)

Peak Hour AM Trips: 0.78 (78 Trips)

Peak Hour PM Trips: 0.79 (79 Trips)

NO TRAFFIC IMPACT STUDY REQUIRED.

- While a full traffic impact study is not required, at the time of permitting, the Applicant shall provide information regarding the need to install a deceleration lane and/or right turn lane in accordance with the Technical Manual Section 3.B.8 – Auxiliary Lanes.

High Point Road at this location is classified as a Collector Street

Posted Speed limit = 35 mph

Traffic counts show the following measured volumes:

2017: 4,430 AADT

2019: 5,274 AADT

Sandy Springs City Engineer:

No comment provided.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

No comment provided.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

- We have no issues with the proposed use. The Applicant should be aware that modifications to the building could be required to comply with codes regarding the new use depending on what systems and current conditions are with the existing building. This will be handled during permitting and should be something that their architect has made them aware of.

MARTA:

No comment provided.

Fulton County Schools:

No comment provided.

Fulton County Board of Health:

No comment provided.

Fulton County Public Services and Utilities:

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the Applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the City of Sandy Springs and the Fulton County Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):

WATER:

Anticipated water demand: 100 gallons per day (gpd) / 1,000 square feet (existing High Point Episcopal Community Church buildings that will serve 60 early childhood students of the St. Martin's Episcopal School) x 16,500 (current) square feet = **165** gallons per day.

This project is within the City of Atlanta water jurisdiction.

SEWER:

Basin: Nancy Creek

Treatment Plant: R.M. Clayton (City of Atlanta)

Anticipated sewer demand: **149** gallons per day

There is a sewer manhole adjacent to the southern property boundary of the 7.679-acre tract (4945 High Point Road) within the property boundary of 240 Marilyn Place (Sewer manhole # SMNC1034199) along an eight (8)-inch sanitary sewer line located in Land Lot **40**, District **17** that can service the St. Martin's Episcopal School complex.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon Application of permits. Please contact the Department of Public Works for more information.

PUBLIC PARTICIPATION

Community Meeting I

There were more than 30 attendees, including the Applicant team and the President of SSCN, at the Initial Community Meeting on June 29, 2020, held both in person and virtually. Questions and topics discussed included the proposed project and scope, hours of operation, traffic, stacking capacity, landscaping, retention pond, Conditional Use Permit process, and ownership. The Applicant stated that The Church of the Atonement currently holds the title; SMES and the Episcopal Diocese would hold the trust and title.

Community Meeting II

There were approximately 18 attendees, including the Applicant team and the President of SSCN at the Second Community Meeting on September 30, 2020, held both in person and virtually. Questions and topics discussed included the proposed project and scope, site plan, lighting, and fencing.

Correspondence Received

Six (6) public comments were submitted in writing by property owners, most of whom, including the President of HPCA, live near the subject property. Two (2) of the comments were submitted by the President of SSCN. A question asked whether the Applicant would need to seek another Conditional Use Permit if the number of enrolled children were to exceed 60. Requests included that no traffic line up on High Point Road, a policeman direct traffic on High Point Road if cars line up, vehicular speeds be reduced at High Point Road adjacent to the subject property, carpool not be allowed on Forest Valley Road, the number of enrolled children at SMES not exceed 60 enrolled children ages eight (8)-weeks old to five (5)-years old, operating hours be Monday-Friday, 7:30 AM-6:00 PM, there not be an after-school program, no significant changes occur to the existing building, no outside lighting impact adjacent neighborhoods, the onsite gardens remain, the property continue to allow for occasional community use, the Planning Commission recommend approval with Staff's recommended conditions, and SMES request a new Conditional Use Permit later in order to increase the number of enrolled children.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval with Conditions** of **Conditional Use Permit** U20-0002, request for a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code, subject to the following conditions:

1. To the *drawing* shown on the “*Site Plan*,” prepared by Collins Cooper Carusi Architects, dated October 2, 2020, received October 5, 2020. Only the existing building shall be utilized for the St. Martin’s Episcopal School (SMES); the Applicant must go through the City of Sandy Springs Conditional Use Permit process again, should plans change.
2. To a maximum of 60 enrolled children ages eight (8)-weeks old to five (5)-years old and 15 staff. At any point, the City may request enrollment verification, which SMES shall provide promptly.
3. To a maximum lot coverage of 28% of the total site.
4. To a maximum building height that is no higher than that of the existing one (1)-story building.
5. To provide at the time of permitting a carpool and traffic circulation and queuing plan, demonstrating that all stacking shall be provided onsite and no traffic shall back up onto High Point Road, as well as information regarding the need to install a deceleration lane and/or right turn lane in accordance with the Technical Manual.



APPLICATION

ZONING MAP AMENDMENT (REZONING) & CONDITIONAL USE PERMIT

Application Checklist:

Page No.	Item	Completed/ Included in Submittal
2	Project Information Sheet	☒
3-6	Detailed Process and Instructions	N/A
7	Application Form	☒
8-10	Authorization and Disclosure Forms	☒
11	Letter of Intent	☒
11	Zoning Impact Analysis	☐ or N/A ☒
11-12	Conditional Use Analysis	☒ or N/A ☐
12	Traffic Impact Study (Trip Generation Calculations)	☒ or N/A ☐
12	Development of Regional Impact	☐ or N/A ☒
12	Chattahoochee River Corridor Certificate	☐ or N/A ☒
12-13	8½" x 11" copy of Survey	☒
12-13	8½" x 11" copy of Site Plan	☐ or N/A ☒
12-13	11" x 17" copy of Survey	☒
12-13	11" x 17" copy of Site Plan	☐ or N/A ☒
12-13	Two (2) full-scale copies of Survey (Full-size PDF)	☒
12-13	Two (2) full-scale copies of Site Plan	☐ or N/A ☒
12	8½" x 11" copy of Legal Description (must be in Word format)	☒ (PDF and Word)
	11" x 17" copy of Elevations and/or Sections	☐ or N/A ☒
14	Meeting Schedule	N/A
15	Fee Schedule	N/A
16	Sign Specifications	N/A
17	Sign-In Sheet Template	N/A
4	Summary of and Sign-In Sheet Completed at CMI	☒
15	Fee Payment (Scan attached and delivered separately)	☒
	All documents in electronic form (jump drive)	☒ (PDF emailed)

The Director reserves the right to request additional information deemed necessary to analyze the request. Incomplete applications will not be accepted.

Planner's initials: **AH**

Project Information Sheet
and Application Form



SANDY SPRINGS

GEORGIA

U20-0002

Case No.: U20-0002

Planner's initials: AH

PROJECT INFORMATION SHEET

PROPERTY	Address(es):	4945 Highpoint Rd.		
	Parcel Tax ID(s):	17 0040 L4072		
	Total acreage:	7.54	Council District:	5
	Current zoning:	RE-2	Current use:	Church / Daycare
	Character Area:	Protected Neighborhood		

APPLICATION	Purpose of the application:	
	Check all that apply:	
	☐ Zoning Map Amendment (Rezoning)	☒ Conditional Use Permit
	Detailed request:	Seek use permit to allow private school, no exterior change. There will be an early childhood daycare program for children from 6 months to 4 years old. The private school and day care use would both be accessory to and associated with an existing church that predates the Code.
	Seek use permit to allow private school, no exterior change. There will be an early childhood daycare program for children from 6 months to 4 years old. The private school and day care use would both be accessory to and associated with an existing church that predates the Code.	
Petitioner:	St. Martin's Episcopal School c/o Dennis J. Webb, Jr.	
Petitioner's address:	1230 Peachtree St Atlanta, GA 30309	
Phone:	(4) 815-3620	Email: djwebb@sgsfla.com

OWNER	Property owner:	Church of the Atonement (High Point Episcopal Community Church)	
	Owner's address:	2744 Peachtree Rd NW Atlanta, GA 30305	
	Phone:	[REDACTED]	Email: plausi@msn.com
	Signature (authorizing initiation of the process):	Rev. Gary Lowrey @ Canon	
	If the property is under contract, provide a copy of the contract		

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date:	6/9/2020	Anticipated application date:	7/7/2020
CMI date, time, and location:	6/29/2020 at 6 PM at Church of the Atonement, 4945 High Point Road, with virtual option		
ADDITIONAL INFORMATION			
SUBMITTAL ITEMS WAIVED BY DIRECTOR:			



SANDY SPRINGS™

GEORGIA

Case No.: U20-0002

Planner's initials: AH

APPLICATION FORM

APPLICATION	Purpose of the application:
	Use Permit for a Private School and Daycare use (7.4.1.H), accessory to and associated with an existing Church that predates the Code.
	Check all that apply:
	☐ Zoning Map Amendment (Rezoning) ☒ Conditional Use Permit
	Detailed request:
	See attached Statement of Intent

COMMUNITY MEETING 1 REPORT	Date and location of CMI: June 29, 2020, 4945 High Point Road
	Beginning time: 6:00 pm End time: 6:46 pm
	Summary of concerns discussed:
	Hours of operation; building expansion plans; traffic; community garden on-site; memorial garden on-site
Does the application address the concerns discussed at the CMI? ☒ Yes ☐ No	
Explain:	
See attached Statement of Intent	

TO BE FILLED OUT BY P&Z STAFF -

Application date: 7/7/2020	Tentative Planning Commission date: 11/18/2020
CMI date and time: 9/30/2020 at 6 PM at City Hall, Studio Theatre, 1 Galambos Way, with virtual option	Tentative Mayor and City Council date: 12/15/2020
OFFICIAL REQUEST	
Request: Request for a Conditional Use Permit for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Code	

Authorization and Disclosure Forms



SANDY SPRINGS™

GEORGIA

AUTHORIZATION FORM – PART I

A- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the authorization form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.	
Owner's name: The Church of the Atonement, Inc.	Sworn and subscribed before me this
Address: 2744 Peachtree Road NW	
City, State, Zip Code: Atlanta, GA 30305	16 th day of July 2020
Email address: plangiii@msn.com	Notary public: Maria I. Donaldson
Phone number: [REDACTED]	Seal:
Owner's signature: P. Lang Lowery, III	
	Commission expires: 6/29/2024

B- If the applicant is *not* the current owner of the subject property:

Fill out the following section, check the appropriate statement and have it notarized.

Applicant states under oath that:	
☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (attach a copy of the contract); or ☒ He/she has an option to purchase the subject property (attach a copy of the contract); or ☐ He/she has an estate of years which permits the applicant to apply (attach a copy of the lease)	
Applicant's name: ST MARTIN'S EPISCOPAL SCHOOL, INC	Sworn and subscribed before me this
Company name: ST MARTIN'S EPISCOPAL SCHOOL, INC	
Address: 3110-A Ashford Dunwoody Road	16 th day of July 2020
City, State, Zip Code: Atlanta, GA 30319-2751	Notary public: Maria I. Donaldson
Email address: jottley@stmartinschool.org	Seal:
Phone number: (404) 237-4266	
Applicant's signature: L. Lottley (Dr. L. A. Ottley)	Commission expires: 6/29/2024



SANDY SPRINGS™

GEORGIA

AUTHORIZATION FORM – PART II

C- If an agent or attorney will represent the owner and/or the applicant:
Fill out the following section and have it notarized.

Agent's name:	Dennis J. Webb, Jr.
Company:	Smith, Gambrell & Russell LLP
Address:	1230 Peachtree Street, Suite 3100
City, State, Zip Code:	Atlanta, GA 30309
Email address:	dwebb@sgrlaw.com
Phone number:	(404) 815-3620
Agent's signature:	
Applicant's signature:	

Sworn and subscribed before me this
16 th day of July 2020
Notary public:
Seal:
Commission expires: 6/29/2024



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DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this application have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? ☐ Yes ☒ No

List all individuals or business entities which have an ownership interest in the property which is the subject of this application:

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: ST. MARTIN'S EPISCOPAL SCHOOL, INC	
Signature: <i>Luis A. Ortega</i>	Date: <i>6/29/20</i>

Note: Each party involved in the application must sign an individual copy of this form.



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DISCLOSURE OF CONTRIBUTION FORM

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Campaign Contributions:			
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The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: The Church of the Atonement, Inc.	
Signature: <i>[Handwritten Signature]</i>	Date: <i>June 29, 2020</i>

Note: Each party involved in the application must sign an individual copy of this form.



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DISCLOSURE OF CONTRIBUTION FORM

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List all individuals or business entities which have an ownership interest in the property which is the subject of this application:

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Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: Dennis J. Webb, Jr., Smith Gambrell Russell, LLP	
Signature: 	Date: 7/6/20

Note: Each party involved in the application must sign an individual copy of this form.



SANDY SPRINGS™
GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this application have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? ☐ Yes ☒ No

List all individuals or business entities which have an ownership interest in the property which is the subject of this application:

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: Kathryn M. Zickert, Smith Gambrell & Russell, LLP	
Signature: <i>Kathryn M. Zickert</i>	Date: 7/6/20

Note: Each party involved in the application must sign an individual copy of this form.



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GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this application have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? ☐ Yes ☒ No

List all individuals or business entities which have an ownership interest in the property which is the subject of this application:

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: J. Alexander Brock, Smith Gambrell Russell, LLP	
Signature: <i>J. Alexander Brock</i>	Date: 7/6/2020

Note: Each party involved in the application must sign an individual copy of this form.

Letter of Intent and
Conditional Use Analysis

THIRD AMENDED STATEMENT OF INTENT

and

Other Material Required by
City of Sandy Springs Development Code
For a Use Permit for a Private School and Daycare Use (7.4.1.H), both of Which Would be
Accessory to and Associated With an Existing Church That Predates the Code

U20-0002

of

ST. MARTIN'S EPISCOPAL SCHOOL

for

± 7.54 Acres of Land Located in
Land Lot 40, 17th District
Fulton County, Georgia

Submitted for Applicant by:

Dennis J. Webb, Jr.
Kathryn M. Zickert
J. Alexander Brock
Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, NE
Atlanta, Georgia 30309
(404) 815-3500

I. INTRODUCTION

The property at issue is comprised of $\pm$ 7.54 acres of land zoned RE-2 (Residential Estate) and located at 4945 High Point Road in Land Lot 40, 17th District, Fulton County, Georgia (the “Subject Property”). The Subject Property is improved with, among other things, a $\pm$ 16,500 square foot, single-story building that includes a worship sanctuary, meeting spaces and offices and a parking field with 108 parking stalls. The Subject Property has been controlled by the Episcopal Diocese of Atlanta (the “Diocese”) since the early 1960’s and has housed at least four different worship congregations during that time. High Point Episcopal Community Church (“HPECC”) is the latest.

In addition to worship, the Subject Property has hosted a number of education-related activities, like an after school program, a day school for toddlers, adult education courses and various ministries. It has accommodated a number of community activities, such as serving as a voting precinct and the regular meeting place of the High Point Civic Association. It also contains a Community Garden where neighbors can rent plots of land to grow vegetables and a Memorial Garden.¹

For the last ten years, 90% of the uses on the Subject Property have been oriented towards educational-type pursuits, including the after school program, the day school for toddlers, the various ministries and community activities. Worship has remained a part of the activity, but has become an increasingly smaller part as the number of HPECC members has declined over time. HPECC is now no longer able to financially sustain the Subject Property. Therefore, the Diocese has searched for a new user that can further its Episcopal ministry.

¹ The Diocese plans to relocate the Memorial Garden off-site.

St. Martin's Episcopal School ("SMES") is a ministry of the Episcopal Church. It is a private, co-educational day school serving approximately 600 enrolled children from eight-weeks old through the eighth grade. Founded in 1959, the cornerstone of SMES's philosophy is expressed in the school motto: "Quality education in a loving environment." SMES currently operates from a seven-acre campus located at 3110-A Ashford Dunwoody Road, Brookhaven, Georgia 30319.

SMES will continue to use its current campus, but hopes to relocate its early childhood program from the existing campus to the Subject Property, which is roughly 2.9 miles away. The early childhood program will educate children from eight-weeks old through five-years old. It will have roughly 60 enrolled children and operate from 7:30 am to 6:00 pm. SMES also intends to place approximately 15 administrative office workers at the Subject Property and occasionally host other school-related activities.

SMES plans almost no changes to the exterior of the existing $\pm 16,500$ square foot, single-story building, contemplating only the addition of some new exterior doors with canopies and windows. Similarly, and on the grounds, it will maintain the Subject Property largely "as is", providing only some outdoor recreation space for the enrolled children, a small additional sidewalk and fencing. SMES will make changes internal to the building, however, creating a new administrative lobby, offices, five dedicated classroom spaces and restroom facilities, among other things, all to provide a more efficient and safe design for educational activities.

The Subject Property is well-suited for SMES's proposed use from a traffic standpoint.² It has two access points on High Point Road that form a crescent-shaped driveway, leading to a

² The proposed trip generation numbers are modest. The City has reviewed them and concluded that a traffic study is not warranted.

large parking field. These areas provide for significant stacking. Additionally, the parking field has 108 parking spaces.

While the early childhood program will be the primary focus of activity on site, SMES also understands the important role the Subject Property has played in the community for the last 60 years. Therefore, and schedule allowing, SMES plans to continue to allow the Subject Property to be used by the community, by ministries and, on a limited basis, by worshippers. As to worship, the Subject Property will no longer host weekly services, but SMES has agreed to allow the Diocese to continue to conduct public worship services at certain times during the year. SMES also plans to continue to make the Community Garden accessible to the neighborhood. SMES submits this application to allow these activities, seeking a Use Permit for a Private School and Daycare use (§ 7.4.1.H), both of which would be accessory to and associated with an existing church that predates the code.

II. CRITERIA TO BE APPLIED TO USE PERMITS

A. Whether the use is allowed as a Conditional Use in the respective zoning district.

Yes. The Subject Property is zoned RE-2 and has a Protected Neighborhood designation on the Comprehensive Land Use Plan. “School, Private (K-12)” is allowed by Use Permit in the RE-2 zoning district (See Div. 7.2, Use Table) and within Protected Neighborhoods (See, e.g., (1) First Montessori School of Atlanta, 5750 Long Island Drive (Zoned RE-2 and designated as being in a Protected Neighborhood); (2) Holy Innocents Episcopal School, 805 Mt. Vernon Highway (Zoned RE-2 and designated as being in a Protected Neighborhood); and (3) The Schenck School, 282 Mt. Paran Road (Zoned RE-2 and designated as being in a Protected Neighborhood)).

B. Whether the use complies with the applicable specific use standard listed in Div. 7.2, without the granting of any variance.

Yes. As demonstrated with the site plan submitted with this Application, the proposed use—which will be conducted in an existing building--complies with all development and other requirements listed in §§ 7.4.1.H.2 (a)-(f)³ and .3 (a)-(c), as well as all applicable State standards identified in § 7.5.5. In particular the Application will meet the following requirements as indicated:

Sec. 7.4.1.H. School, Private (K-12)

2. Basic Use Standards

- a. Day care facilities (see Sec. 7.5.5) in association with the school do not require a separate conditional use permit.*

RESPONSE: Noted.

- b. No buildings and refuse area may be located within 100 feet of a Protected Neighborhood district used for residential purposes.*

RESPONSE: The 100-foot Building, Refuse, and Active Outdoor Recreation Area setback is met, as indicated on the site plan attached to this application.

- c. No active outdoor recreation area may be located within 100 feet of a Protected Neighborhood district used for residential purposes.*

RESPONSE: The 100-foot Building, Refuse, and Active Outdoor Recreation Area setback is met, as indicated on the site plan attached to this application.

- d. No parking areas may be located within 50 feet of any Protected Neighborhood district used for residential [purposes].*

RESPONSE: The 50-foot Parking setback is met, as indicated on the site plan attached to this application.

- e. Student drop-off and vehicular turn-around facilities must be provided on-site so that vehicles may re-enter the street in a forward manner.*

³ SMES is not proposing an athletic stadium, as referenced in § 7.4.1.H.2(f)

RESPONSE: Drop off will be provided in a one-way vehicular circulation, with vehicles re-entering the street in a forward manner.

f. Off-site stadium:

RESPONSE: Not Applicable

3. *Additional Use Standards*

a. Minimum lot area is 1 acre.

RESPONSE: Site area is ± 7.54 acres.

b. Permitted curb cut access must not be from a local street.

RESPONSE: There are no new curb cuts proposed and the two existing curb cuts are on High Point Road, classified as a Collector according to the City of Sandy Springs Local Roadway Functional Classification Map.

c. The maximum lot coverage and maximum building height beyond those of the underlying zoning district are determined through the Conditional Use Permit process.

RESPONSE: As indicated in the paragraphs above, almost no exterior changes to the building or site are being proposed. The site plan indicates a proposed maximum building height of 40' or 3 stories and a proposed maximum lot coverage of 40%.

Sec. 7.5.5. - Day Care

B. Basic Use Standards

a. All day care must meet the applicable standards of the Georgia Department of Early Care and Learning, or the Georgia Department of Community Health, as applicable.

The Proposed Development will comply with all applicable standards of the Georgia Department of Early Care and Learning, or the Georgia Department of Community Health.

C. Whether the use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

Yes. The Subject Property has been operated in a similar manner at the same location and in largely the same configuration for almost six decades, confirming its compatibility. Further, the existing design layout complies with all required setbacks and buffers. The hours of operation on-site have varied depending on the activity but, as noted above, the Subject Property has housed both an after school program and a toddler daycare, among other things. The hours of operation for the early childhood program proposed are 7:30 am through 6:00 pm, Monday through Saturday, which are typical.

Finally, the Applicant notes that the Subject Property is bounded on two sides by public roadways: Georgia Highway 400 on the east and High Point Road on the west. Hence, it is not adjacent to any parcel on its eastern or western boundaries. It is adjacent to residential subdivisions on its southern and northern sides. To the north lies The High Point, an infill subdivision zoned RD-12 (Residential Detached) and allowing for 12,000 square foot lots. To the south, a residential subdivision centered on Marilyn Place exists and is zoned RD-18, allowing for 18,000 square foot lots. Both were built after the Subject Property and with knowledge of the institutional nature of the activities conducted on-site.

D. Whether there are any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

No. There will be no adverse impacts. Again, the Subject Property has operated in a similar manner since the 1960's with little to no negative impact. In fact, and as to traffic, the impact will likely be decreased; as noted above, the Subject Property will no longer host weekly worship services. Nonetheless, the City has already considered the potential trip generation and concluded that it will not be significant enough to warrant a traffic study. Further, the use will

not impede traffic flow on High Point Road. As noted above, the Subject Property has two access points on High Point Road that form a crescent-shaped driveway, leading to a large parking field. These areas provide for significant stacking and sufficient parking for the proposed use. According to the Institute of Traffic Engineers (ITE), Trip Generation Manual, 10th Ed. (§ 565), the Subject Property will generate 47 vehicle trips in the AM peak period and 48 in the PM peak period. Including the 15 or so office workers on-site, the existing 108 parking spaces are more than adequate to accommodate this traffic.

E. Whether the City and other service providers will be able to provide sufficient public facilities and services including schools, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.

Yes. As noted above, the Subject Property has been used in a manner similar to that proposed for the last six decades. It should have no more impact on public services and facilities than it has historically.

III. NOTICE OF CONSTITUTIONAL CHALLENGE AND PRESERVATION OF CONSTITUTIONAL RIGHTS

The Applicant respectfully submits that the current zoning classification of and rules relative to a private school's right to use the Subject Property established in the Sandy Springs Zoning Ordinance, to the extent they prohibit this use, are unconstitutional and constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the property owner in violation of the due process and equal protection rights of the property owner guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and

Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

Further, the Applicant respectfully submits that the City Council's failure to approve the requested Use Permit would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

A refusal to allow the development in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the development in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

A refusal to allow the Applicant's proposed Use Permit would violate the Religious Land Use and Institutionalized Persons Act, in that the Sandy Springs Zoning Ordinance's requirements for a Use Permit does not further a compelling governmental interest; nor is it the least restrictive means of furthering any asserted compelling governmental interest.

Finally, the Applicant raises the defenses of lack of standing and failure to exhaust administrative remedies.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that a Use Permit be granted. The Applicant also invites and welcomes any comments from Staff or other officials of Sandy Springs so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 14th Day of October, 2020.

Respectfully submitted,

/S/

Dennis J. Webb, Jr.
Attorney For Applicant

Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592

Trip Generation

From: [Webb, Dennis \(Den\)](#)
 To: ["Horst, Alexandra"; Amsberry, Jon](#)
 Bcc: [REDACTED]
 Subject: 4945 High Point Road--Trip Gen Numbers
 Date: Wednesday, June 17, 2020 12:59:08 PM

Here is the Trip Gen report you requested. As you know, the hope is to put an early childhood program (students from 6 months to 4 years old) on the site at 4945 High Point Road. The number of persons on campus is estimated to be as follows:

1. 60 students;
2. 12 teachers;
3. 8 office workers.

I pulled the Trip Gen numbers below from the ITE Manual. I used the "Day Care Center" category (565). I combined the teachers and office workers and labeled them all "employees" because there was no separate category for "teachers". I think that inflated the number of trips, however. For example, the total number of trips for an "employee" on a weekday has an average rate of 26.73. It is hard to imagine a teacher coming and going 27 times during a typical school day. I will leave it to John's discretion as to whether the numbers should be adjusted down. And John, please feel free to call me if you would like to discuss.

Thanks,

Den Webb

Trip Generation Analysis (9th Ed.) 4950 High Point Road Use Permit City of Sandy Springs, Georgia								
Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
565 Day Care Center	60 students	263	48	25	23	49	23	26
	20 employees	535	97	51	46	95	45	50
Gross Trips		798	145	76	69	144	68	76

Webb, Dennis (Den)

From: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Sent: Thursday, September 10, 2020 11:57 AM
To: Webb, Dennis (Den)
Subject: RE: Pre-App Request: 4945 High Point Road

Den,

ITE Trip Generation Manual, 10th Edition Uses Code used either the square footage or students to generate the trip generation numbers for Daycares under Code 565. This includes an allotment for staff and employees. As such, the Trip numbers would be based on student enrollment and would not change significantly based on the additional 7 staff members.

Thank you.

Jon Amsberry, P.E., CFM, MS4CECI
 City Engineer
 City of Sandy Springs

Phone: 770.206.1514 | Cell: 470.626.6946
 1 Galambos Way, Sandy Springs, Georgia 30328
SandySpringsGA.gov | [Facebook.com/SandySpringsGA](https://www.facebook.com/SandySpringsGA) | [Twitter.com/SandySpringsGA](https://twitter.com/SandySpringsGA)

City Springs - CitySprings.com | [Facebook.com/CitySprings](https://www.facebook.com/CitySprings) | [Twitter.com/CitySprings](https://twitter.com/CitySprings) | [Instagram.com/VisitCitySprings](https://www.instagram.com/VisitCitySprings)

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From: Webb, Dennis (Den) <DWEBB@sgrlaw.com>
Sent: Thursday, September 10, 2020 11:28 AM
To: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Subject: RE: Pre-App Request: 4945 High Point Road

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

We are actually adding 7 additional staffers, but I believe that also will not significantly change the Trip Generation numbers shown in your June 29 email and will NOT generate the need for a Traffic Study. Would you please confirm?

Thanks!

Den Webb

Dennis (Den) J. Webb Jr.
 Attorney at Law

p | 404-815-3620
f | 404-685-6920
e | dwebb@sgrlaw.com
Promenade, Suite 3100 | 1230 Peachtree St. N.E. | Atlanta, GA 30309
www.sgrlaw.com | [My Bio](#) | [vCard](#)



From: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Sent: Thursday, September 10, 2020 11:26 AM
To: Webb, Dennis (Den) <DWEBB@sgrlaw.com>
Subject: RE: Pre-App Request: 4945 High Point Road

Den,

Based on our conversation this morning, adding 3 additional staff members will not significantly change the Trip Generation numbers shown in my June 29 email. Additionally, this change, as stated, will NOT generate the need for Traffic Study.

Thank you.

Jon Amsberry, P.E., CFM, MS4CECI
City Engineer
City of Sandy Springs

Phone: 770.206.1514 | Cell: 470.626.6946
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From: Webb, Dennis (Den) <DWEBB@sgrlaw.com>
Sent: Thursday, September 10, 2020 11:17 AM
To: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Subject: FW: Pre-App Request: 4945 High Point Road

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Dennis (Den) J. Webb Jr.
Attorney at Law

p | 404-815-3620
 f | 404-685-6920
 e | dwebb@sgrlaw.com
 Promenade, Suite 3100 | 1230 Peachtree St. N.E. | Atlanta, GA 30309
www.sgrlaw.com | My Bio | vCard



From: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Sent: Monday, June 29, 2020 3:55 PM
To: Webb, Dennis (Den) <DWEBB@sgrlaw.com>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Cc: Anspach, Matthew <MAnspace@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>
Subject: RE: Pre-App Request: 4945 High Point Road

Based on the information provided for a maximum enrollment of up to 60 students, this facility will generate the following trips:

Total Daily Trips: 245
 AM Peak Hour Trips: 47
 PM Peak Hour Trips: 48

This project will NOT require a Traffic Impact Study based on Development Code Section 11.5.1.E.4

Thank you.

Jon Amsberry, P.E., CFM, MS4CECI
 City Engineer
 City of Sandy Springs

Phone: 770.206.1514 | Cell: 470.626.6946
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From: Webb, Dennis (Den) <DWEBB@sgrlaw.com>
Sent: Monday, June 29, 2020 3:45 PM
To: Amsberry, Jon <JAmsberry@SandySpringsga.gov>; Horst, Alexandra <AHorst@SandySpringsga.gov>
Cc: Anspach, Matthew <MAnspace@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>
Subject: RE: Pre-App Request: 4945 High Point Road

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

No. School traffic is the only day to day generator.

Survey

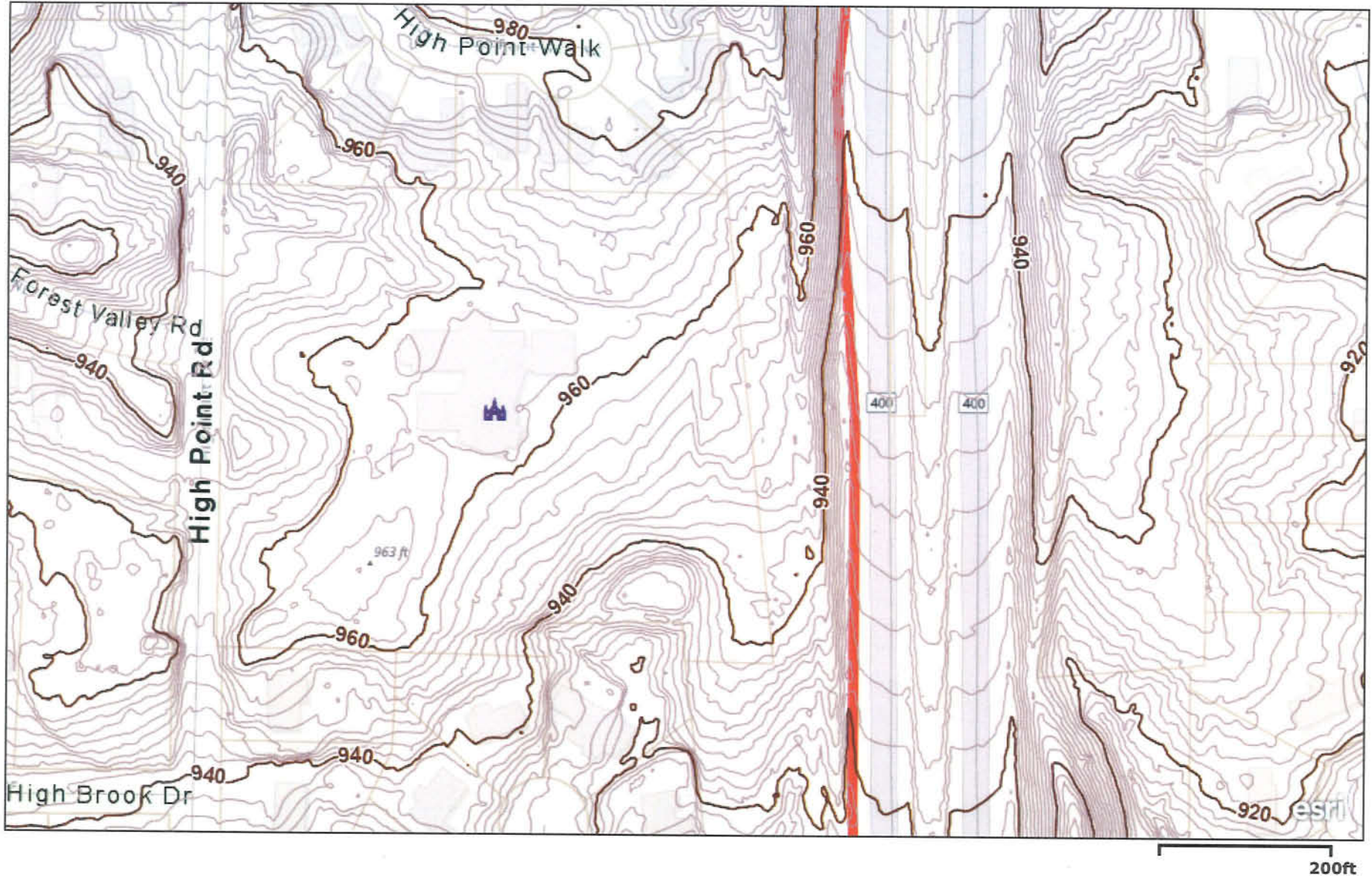
8.5"x11"

11"x17"

Full Size

Topographic

My Map



Esri Community Maps Contributors, City of Atlanta, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | City of Sandy Springs GIS Department

Legal Description

DESCRIPTION OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 40 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning commence at the intersection of the northern right of way line of Marilyn Place (44 foot right of way width) and the eastern right of way line of High Point Road (right of way width varies); thence proceed along said right of way line of High Point Road northerly a distance of 322.09 feet to a 1/2 inch rebar found, said point being the Point of Beginning.

From the Point of Beginning, as thus established, continuing along said right of way line of High Point Road North 00 degrees 40 minutes 02 seconds East a distance of 530.62 feet to a 1/2 inch rebar set; thence leaving High Point Road and proceeding North 89 degrees 57 minutes 46 seconds East a distance of 604.29 feet to a 1/2 inch rebar set on the western right of way line of Georgia Highway 400 (right of way width varies); thence proceeding along said right of way line of Georgia Highway 400 the following courses and distances: South 05 degrees 49 minutes 56 seconds East a distance of 332.73 feet to a 1/2 inch rebar set, South 59 degrees 42 minutes 44 seconds West a distance of 18.30 feet to a 1/2 inch rebar set, along a curve to the right with a radius of 427.87 feet and an arc length of 173.29 feet (said curve having a chord bearing of South 74 degrees 18 minutes 30 seconds West and a chord distance of 172.10 feet) to a 1/2 inch rebar set, South 89 degrees 57 minutes 45 seconds West a distance of 67.57 feet to a 1/2 inch rebar set, South 88 degrees 22 minutes 00 seconds East a distance of 235.31 feet to a 1/2 inch rebar set, North 61 degrees 44 minutes 18 seconds East a distance of 21.77 feet to a 1/2 inch rebar set, South 05 degrees 49 minutes 56 seconds East a distance of 153.96 feet to a 1/2 inch rebar set and North 89 degrees 39 minutes 31 seconds West a distance of 141.69 feet to a 1/4 inch rebar found; thence leaving Georgia Highway 400 and proceeding North 05 degrees 06 minutes 31 seconds West a distance of 34.12 feet to a 1/2 inch rebar found; thence North 87 degrees 49 minutes 51 seconds West a distance of 156.18 feet to a 1/2 inch rebar found; thence South 00 degrees 15 minutes 31 seconds East a distance of 38.29 feet to a 3/8 inch rebar found; thence North 89 degrees 32 minutes 01 seconds West a distance of 364.64 feet to a 1/2 inch rebar found, said point being the Point of Beginning.

Said tract contains 328,295 square feet or 7.54 acres.

The above described property is shown on a ALTA/NSPS Land Title Survey for St. Martins Episcopal School, Inc., and Fidelity National Title Insurance Company, prepared by Travis Pruitt & Associates, Inc., dated May 20, 2020. (FN:214-E-192)

Sign-In Sheet Completed at CMI

Case Number: U20-0002 – Community Meeting I
June 29, 2020, at 6:00 P.M.

Name of Organization	Address	Email Address
Don Webb	[REDACTED]	djwebb@sgrlaw.com
Lang Loure	[REDACTED]	plangiii@msn.com
Salmoon Bashir	[REDACTED] 30342	[REDACTED]
Kanette Fenstermacher	[REDACTED] 30342	[REDACTED]
Jean DiSanto	[REDACTED] 30342	[REDACTED]
Amanda Hunk	[REDACTED] 30342	[REDACTED]
Sue Glander	[REDACTED] 30342	[REDACTED]
Michael Hansen	[REDACTED] 30342	—
Patricia Duff Hickory	[REDACTED] 30342	[REDACTED]
Alexandra Horst-Coss	[REDACTED]	ahorst@sandysspringsga.gov
Bill & Nancy Paul	[REDACTED] 30342	[REDACTED]

Case Number: U20-0002 – Community Meeting I
June 29, 2020, at 6:00 P.M.

Name of Organization	Address	Email Address
Maya Harris	[REDACTED] 30350	[REDACTED]
SADAM GILL	[REDACTED]	[REDACTED]

Webb, Dennis (Den)

From: Wright, Jeff
Sent: Monday, June 29, 2020 6:08 PM
To: Webb, Dennis (Den)
Subject: Participant list as of 6:05

FilingDate: 6/30/2020 9:05:00 AM

Connected

Participants (18)



JW Jeff Wright
Host, me

DW Dennis (Den) Webb

A Ashleyyyy

Call-in User_2

Call-in User_4

Call-in User_5

Call-in User_6

Call-in User_8

Call-in User_9

C candi

H Horst

J JaneKelley

JW Jeff Wright

LK Larrie Kontz

L Leslie

P Patty

RS Ronda Smith

RW Roy Wright

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 1230 Peachtree Street, N.E.
 Atlanta, Georgia 30309-3592
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 www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
 Attorneys At Law

Dennis J. Webb, Jr.
 Direct Tel: (404) 815-3620
 Direct Fax: (404) 685-6920
 dwebb@sgrlaw.com

September 30, 2020

VIA EMAIL ahorst@sandyspringsga.gov
 Alexandra Horst
 Planner II
 City of Sandy Springs
 1 Galambos Way, Sandy Springs, Georgia 30328

Re: Saint Martin's Episcopal School (4945 High Point Road) Community I
 Meeting Minutes

Dear Ms. Horst:

A community meeting was held on June 29, 2020 at 4945 High Point Road and online simultaneously via a Webex conference to discuss the proposed Use Permit to allow a private school and daycare accessory to an existing church.

There were approximately twelve (12) neighbors who attended in-person and signed the sign-in sheet. Approximately 16 persons attended online via Webex. The Applicant's representative presented an overview of the Use Permit Application and then addressed questions from the attendees. A summary of the public's primary concerns were are listed below, along with where these are addressed in the Application:

1. What will the hours of operation be for the proposed school and daycare?

RESPONSE: This is outlined in Sec. II.C of the Applicant's Second Amended Statement of Intent. ("The hours of operation on-site have varied depending on the activity but, as noted above, the Subject Property has housed both an after school program and a toddler daycare, among other things. The hours of operation for the early childhood program proposed are 7:30 am through 6:00 pm, Monday through Saturday, which are typical.")

Alexandra Horst
September 30, 2020
Page 2

2. Are there any plans to expand the building?

RESPONSE: This is discussed in Section I of the Applicant's Second Amended Statement of Intent ("SMES plans almost no changes to the exterior of the existing + 16,500 square foot, single-story building, contemplating only the addition of some new exterior doors with canopies and windows.")

3. How will the proposed use affect traffic?

RESPONSE: This is discussed in Section I and Section II.D. of the Applicant's Second Amended Statement of Intent. It is noted that the proposed vehicular trips generated will be modest (i.e. 47 and 48 AM and PM vehicular trips, respectively) and that the proposed use will not impede traffic flow on High Point Road.

4. How will the proposed use affect the community garden and memorial gardens on site?

RESPONSE: The Applicant addresses this in Section I of the Second Amended Statement of Intent. The Community Gardens will remain and the Diocese plans to relocate the Memorial Garden off-site.

Sincerely,



Dennis J. Webb, Jr.
Partner

DJW/jab

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between THE CHURCH OF THE ATONEMENT, INC., a Georgia nonprofit corporation (the "Seller"), and ST. MARTIN'S EPISCOPAL SCHOOL, INC., a Georgia non-profit corporation (the "Purchaser").

1. **PURCHASE AND SALE.** Subject to the terms and conditions of this Agreement, and for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all of the following (collectively, the "Property"):

That certain real property located at 4945 High Point Road NE, Atlanta, Fulton County, Georgia, as described on Exhibit "A" attached hereto and made a part hereof, including all right, title and interest of Seller, if any, in and to all adjacent streets, alleys, waterways, rights-of-way, buildings, improvements, and structures, any strips or gores between the Property and adjacent properties, including all water and mineral rights, and all plants, shrubbery, trees, timber and all tenements, hereditaments, easements, access rights, and parking rights benefitting the Property.

2. **PURCHASE PRICE AND METHOD OF PAYMENT.** Subject to credits, adjustments and prorations for which provisions are hereinafter made in the Agreement, the purchase price ("Purchase Price") for the Property to be paid by Purchaser and received and accepted by Seller is the sum of [REDACTED] cash paid at Closing.

3. **EARNEST MONEY.** Within three (3) business days of the Effective Date (as defined herein) of this Agreement by Seller and Purchaser and Escrow Agent's signature hereto, the sum of [REDACTED] shall be deposited by Purchaser as an earnest money deposit hereunder (the "Earnest Money"), which Earnest Money shall be held by Fidelity National Title Insurance Company ("Escrow Agent") in escrow and shall be held subject to disbursement in accordance with the terms and provisions of this Agreement and the terms and conditions of escrow set forth on Exhibit "B" attached hereto and incorporated herein. The Earnest Money shall be held in interest bearing bank accounts, which have Federal Deposit Insurance coverage, and interest earned thereon shall also be part of the Earnest Money and shall be reported under Purchaser's U.S. Taxpayer Identification Number. Except as otherwise provided elsewhere in this Agreement, the Earnest Money and any interest earned thereon shall be credited to and considered as payment of part of the total purchase price for the Property at the time of and upon consummation of the closing hereunder (hereinafter defined and hereinafter referred to as the "Closing").

4. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby covenants, represents and warrants to Purchaser that the following facts are, as of the date hereof, and will be, as of the date of Closing, true and correct:

(a) Seller is a duly existing legal entity organized and existing under the laws of its State of organization and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated. The persons or officers executing this

SGR/22538149.2
SGR/22538149.5

Agreement on behalf of Seller have all requisite authority to execute this Agreement, and this Agreement, as executed, is valid, legal and binding upon Seller.

(b) Seller has received no written notice of any pending actions, suits, proceedings, or claims, nor, to the knowledge of Seller, is there any action, suit, proceeding, or claim affecting Seller threatened in any court or by or before any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality which would prevent consummation by Seller of the sale of the Property.

(c) Seller has good and marketable fee simple title to the Property. Other than Seller, Alcoholics Anonymous ("AA") and the caretaker of the Property (the "Caretaker"), there are no parties in possession or with any possessory rights, including licenses, in respect to the Property. Seller represents that (i) AA's license to use the Property shall be terminated on or before the Closing Date, and (ii) the Caretaker's lease on the Property shall expire on July 31, 2020.

(d) Seller has no knowledge of any condemnation proceedings against the Property.

(e) To Seller's knowledge, except for the Cremains (as hereinafter defined), there are no buried materials on the Property and the Property has not been used in violation of Environmental Protection Laws (as hereinafter defined) for the purposes of storing, manufacturing or dumping and does not contain any hazardous waste or hazardous substances as defined in Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended or any other environmental protection laws (collectively "Environmental Protection Laws") in violation of Environmental Protection Laws.

5. ADDITIONAL DOCUMENTS AND INFORMATION. Within two (2) business days after the Effective Date of this Agreement, Seller shall deliver the following documents and items (the "Additional Documents and Information") to Purchaser to the extent in Seller's possession:

Copies of all surveys (including any existing survey), site plans, title reports, title insurance policies, including copies of exceptions in the title policies, zoning reports, zoning or use permits, environmental reports or studies, wetlands studies, engineering or similar types of reports relating to the Property.

Copies of all contracts, permits, pleadings or other documents related to litigation, if any, or other agreements in Seller's possession affecting or otherwise related to the Property; copies of all real estate tax bills for the years 2018, 2019, and 2020, if available; and evidence of any development entitlements and approvals applicable to the Property from the appropriate governmental authorities.

All other documents and materials related to the Property as reasonably requested by Purchaser.

6. **SELLER'S OBLIGATIONS.** Between the date hereof and Closing, Seller shall reasonably cooperate with Purchaser in obtaining any consents or other similar approvals necessary or appropriate to allow Purchaser to consummate this transaction.

7. **CONDITIONS PRECEDENT TO PERFORMANCE.** Purchaser shall not be obligated to perform under this Agreement unless each of the following conditions shall have been fulfilled by Seller at Closing:

(a) Seller shall have timely performed its obligations under this Agreement in all material respects.

(b) As of the Closing Date, Seller's representations and warranties shall be true, correct and complete in all material respects.

If, by the date and time of Closing, any of the conditions set forth in Section 7 ("Section 7 Conditions") are not satisfied for any reason whatsoever, Purchaser shall provide written notice to Seller and Seller shall have five (5) business days to satisfy such Section 7 Conditions, and the Closing Date shall only be extended, if applicable, for such five (5) business day period. If such Section 7 Conditions are not expressly waived by Purchaser in writing or otherwise waived as referenced herein, then, in addition to any other remedies it may expressly be entitled to under this Agreement after such applicable notice and cure periods provided herein, Purchaser may terminate this Agreement by written notice to Seller, in which case the Escrow Agent shall refund to Purchaser the Earnest Money less One Hundred Dollars (\$100.00) thereof, which shall be paid over to Seller as independent contract consideration.

8. **DUE DILIGENCE.**

(a) Purchaser shall have the privilege, during the existence of this Agreement, of going upon the Property to inspect, examine, survey and make engineering, environmental, or landscaping tests or such other studies or surveys which it may deem necessary in its sole discretion regarding the Property and the development thereof. Should anyone attempt to file a lien against the Property by reason of the Purchaser's activities, the Purchaser shall have the same canceled and discharged of record within thirty (30) days after Purchaser receives notice thereof. In the event Purchaser shall fail or refuse to cancel or discharge such lien, Seller may do so at Purchaser's cost and expense. Purchaser hereby indemnifies and agrees to hold Seller harmless from and against any and all liens, liabilities, claims, actions, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees, and court costs) and against any and all claims for death or injury to persons or damage to properties arising out of or as a result of Purchaser's or its agents or contractors or other representatives or their employees going upon the Property pursuant to the provisions of this Paragraph or otherwise; provided, however, that Purchaser's obligations under this indemnity shall not apply to the mere discovery of a pre-existing condition (whether environmental or other condition) at the Property. This obligation to indemnify and hold Seller harmless shall survive the Closing and any termination of this Agreement.

Purchaser shall promptly restore the Property to its condition on the date hereof to the extent practicable after all such tests or surveys, with Purchaser's obligation so to restore to survive any termination of this Agreement.

Before any such entry by Purchaser on the Property, Purchaser agrees to maintain or cause each of its consultants, contractors or representatives conducting any studies or investigations on the Property pursuant hereto to maintain and have in effect commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) for personal injury, including bodily injury and death, and property damage. Prior to entry, Purchaser shall provide Seller with a certificate of insurance naming Seller as an additional insured with an insurer, insurance limits, and coverage reasonably satisfactory to Seller. Any third-party engaged by Purchaser to assist with the inspections provided for herein shall be properly licensed, certified, and qualified professionals insured in such customary amounts.

(b) In the event Purchaser is not satisfied with the results of the foregoing inspection and examination on or before thirty (30) days from the Effective Date of this Agreement (as defined herein) (said 30-day period hereinafter referred to as the "Inspection Period"), Purchaser shall notify Seller in writing that it elects to terminate this Agreement, for any or no reason, at which time neither Seller nor Purchaser shall have any further obligations under this Agreement, and Escrow Agent shall immediately return the Earnest Money to Purchaser without any further action, consent, or release by Seller.

(c) In the event that Purchaser has not terminated this Agreement on or before the expiration of the Inspection Period, then, and only then, the Earnest Money shall become non-refundable to Purchaser subject to (i) the performance by Seller of all Seller's obligations hereunder, or (ii) the occurrence of a casualty or condemnation, or (iii) except as may be provided otherwise in this Agreement. The Earnest Money shall at all times be applicable to the Purchase Price at Closing.

(d) In the event that Purchaser elects to terminate this Agreement pursuant to Section 8, Purchaser shall pay Seller the sum of \$100 as consideration for such termination right and be entitled to a prompt refund of the Earnest Money, whereupon this Agreement shall terminate and be of no further force and effect, except for the indemnification obligation set forth in Section 8(a) above.

9. TITLE COMMITMENT, SURVEY, TITLE OBJECTIONS AND PERMITTED EXCEPTIONS.

(a) Title Commitment. Within thirty (30) days after the execution hereof, Purchaser shall, at Purchaser's sole cost and expense, obtain an ALTA standard form of Commitment for Owner's Title Insurance (the "Title Commitment") issued by Fidelity National Title Insurance Company ("Title Insurer"), setting forth the state of title to the Property and all exceptions, including easements, deed restrictions, other restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Property which would appear in an Owner's Title Policy, if issued, and a certificate from the Title Insurer, indicating the amount, if any (or if none, so stating), of any real estate taxes

attributable to the Property including, without limitation, taxes arising by virtue of any special use valuations affecting the Property.

(b) Survey. Purchaser may obtain a survey of the Property in Purchaser's sole and absolute discretion (the "Survey").

(c) Title Objections and Permitted Exceptions. In the event any exceptions appear in such Title Commitment or title documents or in the Survey that are unacceptable to Purchaser ("Title Objections"), then Purchaser shall notify Seller in writing of such fact on or before the expiration of the Inspection Period. Seller shall have five (5) days after receipt of such Title Objections to give Purchaser notice that (a) Seller will cure any such Title Objections by (i) causing the removal of such matter from title at or prior to the Closing Date or (ii) affording the title company necessary information or certifications to permit it to insure over such exceptions or (b) Seller elects not to cure such Title Objections. Seller's failure to provide timely notice to Purchaser as to any Title Objection shall be deemed an election by Seller not to cure the Title Objection. If Seller so notifies or is deemed to have notified Purchaser that Seller is unable or unwilling to cure such Title Objections, Purchaser shall have five (5) days after receiving Seller's notice to determine whether (x) to waive such Title Objections which Seller has elected (or is deemed to elected) not to cure or insure over and proceed with the purchase and take the Property subject to such exceptions or (y) to terminate this Agreement by written notice to Seller upon which the Earnest Money shall be delivered to the Purchaser, and neither party shall have any further rights or liabilities hereunder except for those provisions which survive the termination of this Agreement in accordance with the terms hereof. Purchaser's failure, prior to the five (5) days period set forth above, to give Seller written notice of Purchaser's election to terminate this Agreement shall be deemed to be an election by Purchaser under clause (y) of the preceding sentence. Notwithstanding the foregoing, Seller shall be obligated to remove at or prior to Closing, all security deeds, mortgages, deeds of trust or other similar liens or encumbrances which encumber the Property which can be cured or removed by the payment of money. Seller covenants and agrees that it shall not, without the prior written consent of Purchaser, permit any encumbrances to be filed against the Property following the execution hereof. Purchaser reserves the right to object, on or before the Closing Date, to any new matter shown in an updated title commitment, revised survey, updated title search, or any other new matter (hereinafter, "New Matter") of title not included in the Title Commitment or not shown on the Survey at the time Purchaser delivers Purchaser's Objections to Seller. In the event that such New Matter is not cured by Seller for any or no reason, Purchaser shall be entitled to terminate this Agreement and receive a full refund of the Earnest Money. Any exceptions to title to which Purchaser does not object on or before Closing and any matter objected to but not cured by Seller and which Purchaser elects to accept shall be deemed to be "Permitted Exceptions."

10. CLOSING - CLOSING DOCUMENTS. The Closing shall take place at the offices of Title Insurer, or such other location as may be determined by Purchaser, on or before the date which is fifteen (15) days after the expiration of the Inspection Period (the "Closing Date"). Seller shall deliver possession of the Property on the Closing Date. To the extent possible, the parties agree to cooperate to close the transaction by mail through the Title Insurer.

(a) At Closing, Seller shall deliver to Purchaser the following items, which items shall be in form and substance reasonably satisfactory to Purchaser:

(i) A Limited Warranty Deed in recordable form conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions, reciting only nominal consideration and, if requested by Purchaser, a quitclaim deed to the Property based upon the Survey.

(ii) A standard non-foreign affidavit stating Seller is not a foreign entity.

(iii) An owner's affidavit in the form required by Purchaser's Title Insurer.

(iv) Any other items or documents affecting the conveyance and sale of the Property which may be reasonably requested by the Purchaser or the Title Insurer to satisfy the Seller's requirements and the "standard exceptions" as set forth in the Title Commitment.

(b) Purchaser shall deliver to Seller:

(i) The Purchase Price provided for in Section 2 herein.

(ii) Any other items or documents affecting the conveyance and sale of the Property which may be reasonably requested by Seller or the Title Insurer.

11. **COSTS PAID AT CLOSING.** Seller shall pay the cost of Seller's counsel, all charges for the preparation and recordation of any releases or instruments required to clear Seller's title for conveyance in accordance with the provisions of this Agreement, transfer taxes, and one-half (1/2) of any escrow fee charged by the Title Insurer. Purchaser will pay the cost of Purchaser's counsel, the cost of obtaining an owner's policy of title insurance, the cost of any survey or survey update, all charges for the recordation of the instruments conveying title to the Property, and one-half (1/2) of any escrow fee charged by the Title Insurer. All other costs shall be paid according to the custom of the locality where the Property is located.

12. **PRORATIONS.** All items of income and expense attributable to the Property, including all ad valorem taxes for the then current year, and other proratable items of income or expense shall be prorated at the Closing, effective as of 11:59 p.m. of the day of the Closing Date. If the Closing Date occurs before the ad valorem tax rate is fixed for the then current year, the apportionment of taxes shall be on the basis of the tax rate for the preceding year applied to the latest assessed valuation, such proration to be adjusted following Closing upon determination of the final tax amount (after appeal if appealed).

13. **EMINENT DOMAIN - CONDEMNATION.** If, prior to Closing, the Property or part thereof is subject to an eminent domain or condemnation proceeding, Seller, immediately upon

learning thereof, shall give written notice to Purchaser. Thereafter, Purchaser shall have a period of thirty (30) days within which to elect, by written notice to Seller, to terminate the Agreement. In the event of such termination on or before Closing, all Earnest Money made pursuant to the Agreement shall be returned to Purchaser, and the Agreement shall become null and void. If no such election is timely made, Purchaser shall be deemed to have waived its rights under this paragraph, except that, if the transaction contemplated hereby closes, Purchaser shall be entitled to the proceeds or the right to negotiate, settle and collect the proceeds of such condemnation award, and Seller shall execute and deliver all documents reasonably requested of Seller in order to effectuate this section.

14. RISK OF LOSS. Seller assumes all risks and liability for loss, damage, destruction or injury by fire, storm, accident or any other casualty to the Property from all causes until the Closing has been consummated. In the event of any material damage or destruction prior to Closing, Purchaser shall have the option exercisable by written notice to Seller within thirty (30) days after Purchaser is notified of such casualty, to terminate this Agreement by notice thereof to Seller, in which case the parties shall have no further rights or obligations under the Agreement and, in the event of such termination on or before Closing, all Earnest Money shall be returned to Purchaser; or Purchaser may elect to close this transaction and, in such event Purchaser shall be entitled to receive the full amount of any proceeds of such insurance payable on account of loss, damage or destruction after the date hereof and Seller shall be liable for the payment to Purchaser of all deductibles under applicable insurance policies. Seller covenants to execute such assignments, drafts and other instruments as may be required to effectuate this section.

15. APPLICATION OF EARNEST MONEY AND REMEDIES UPON DEFAULT.

(a) Upon the Closing of the purchase and sale hereunder, the Earnest Money shall be applied to and credited toward the Purchase Price;

(b) If the purchase and sale hereunder are not closed by reason of Seller's default hereunder, Purchaser shall have the right to (i) specific performance of this Agreement or (ii) terminate this Agreement and receive a refund of the Earnest Money.

(c) If the purchase and sale hereunder are not closed by reason of Purchaser's material default hereunder, then, as full liquidated damages for such default by Purchaser, the Earnest Money shall be immediately paid to Seller. It is specifically understood and agreed that payment of the Earnest Money to Seller, as liquidated damages, shall be Seller's sole and exclusive remedy hereunder, and Seller is hereby specifically waiving and relinquishing any and all other remedies at law or in equity. The parties acknowledge that the actual amount of the damages which Seller would sustain as a result of Purchaser's breach of this Agreement are difficult or impossible to estimate and that the payment of Earnest Money to Seller represents the parties' best estimate of Seller's damages in the event of such breach and is not to be construed as a penalty or forfeiture. The said stipulated sum is a reasonable pre-estimate of the probable loss resulting from such a breach.

16. REPRESENTATIONS REGARDING BROKERS AND REAL ESTATE CONSULTANTS. Seller and Purchaser each represent and warrant to the other that neither has employed, retained or consulted any broker, agent, consultant, or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein, and Seller

and Purchaser shall each indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys' fees incurred in connection with the enforcement of this indemnity) which may be asserted or recovered against the indemnitor's breach of this representation and warranty. The indemnity in this Paragraph shall survive the Closing or any termination of this Agreement.

17. MISCELLANEOUS PROVISIONS.

(a) Assignment. Purchaser may assign Purchaser's rights in this Agreement to any affiliate of Purchaser without the consent of Seller. Any other assignment by Purchaser shall require the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Notices. Any notice, consent, approval, waiver, and election which any party shall be required or permitted to make or give under this contract shall be in writing and shall be deemed to have been sufficiently made or given if delivered by hand, courier, e-mail or overnight delivery service (such as Federal Express or United Parcel Service), addressed to the respective parties at the addresses below:

TO SELLER: THE CHURCH OF THE ATONEMENT, INC.
2744 Peachtree Road NW
Atlanta, Georgia 30305
Attn: Alicia Schuster-Weltner and Lang Lowrey
Phone: _____
Email: plangiii@msn.com

WITH COPY TO: Neel, Robinson & Stafford LLC
5555 Glenridge Connector, Suite 400
Atlanta, Georgia 30342
Attn: Pierce Lowrey
Email: Pierce.Lowrey@nrs.law

TO PURCHASER: Dr. Luis Ottley
Head of School
St. Martin's Episcopal School
3110-A Ashford Dunwoody Road
Atlanta, GA 30319
Main (404) 237-4260
Fax (404) 237-9311
lottley@stmartinschool.org

WITH A COPY TO: Smith, Gambrell & Russell, LLP
 Suite 3100, Promenade
 1230 Peachtree Street, N. E.
 Atlanta, Georgia 30309
 Attn: Dennis (Den) J. Webb Jr., Esq.
 Phone: 404/815-3620
dwebb@sgrlaw.com

Such notices shall be deemed received upon delivery when delivered by hand, by courier or by overnight delivery service. Each notice given by e-mail shall be deemed given on the date shown on the sender's copy thereof or confirmation notice showing date and time of transmission. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver.

Either party, may from time to time, change the address to which notices shall be sent by like notice given to the other party hereto, except that no party may change its address to other than a street address. Any notice given that does not conform to this paragraph shall be effective only upon receipt.

(c) Entire Agreement. This Agreement, with the exhibits attached hereto, constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

(d) Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered at interpreting the provisions of the Agreement.

(e) Binding Effect. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of all parties hereto.

(f) Time of Essence. Time is of the essence of this Agreement.

(g) Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

(h) Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. A signature transmitted by facsimile or e-mail transmission shall be effective between the parties.

(i) Applicable Law, Place of Performance. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located.

(j) Survival Clause. Except as expressly provided for herein the representations, warranties and covenants contained herein shall not merge in the deed or any other document and shall survive the Closing, as set forth herein.

(k) Construction. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(l) Business Days. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(m) Telecopies: The parties hereto agree that documents transmitted by e-mail or facsimile transmission shall be deemed to be written instruments and shall be binding on the parties executing and delivering such documents.

(n) Ratification by Standing Committee of Diocese. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Standing Committee of The Diocese of Atlanta (the "Committee") and The Bishop of Atlanta (the "Bishop"). The "Effective Date" of this Agreement shall be the date of the latest of the date of execution of this Agreement by the Seller, Purchaser, Committee and Bishop.

18. CREMAINS: Seller and Purchaser acknowledge and agree that Seller will use its best efforts within eighteen (18) months after Closing, at Seller's sole obligation and expense, (i) to remove the cremains (the "Cremains") from the Property and relocate such Cremains on property owned by Seller but shall be given the time that it needs, and (ii) restore the Property to its existing condition. Seller and Purchaser hereby agrees that the relocation of the Cremains and restoration of the Property shall be Seller's sole responsibility and at Seller's sole cost and expense, and Purchaser shall have no obligations related to the Cremains. The provisions of this Section 18 shall survive Closing.

19. COVID-19: The parties recognize and acknowledge that due to current and potential disruptions arising out of the COVID-19 a/k/a coronavirus pandemic ("COVID-19"), the unavailability of third parties (e.g., Escrow Agent, local recording offices, notaries public, or the like) on whose performance the Closing depends or from whom deliverables must be received for Closing to occur ("Essential Third Parties") may prevent a timely Closing. If either Purchaser or Seller is unable, after the exercise of commercially reasonable efforts, to timely fulfill its closing obligations or conditions under this Agreement due to an unavailability and/or closure of an Essential Third Party arising out of COVID-19 (a "COVID-19 Event"), such party will provide written notice thereof to the other party of such COVID-19 Event and the anticipated delay relating thereto not later than three (3)

business days prior to the then-scheduled Closing Date. Each party will each have one opportunity to extend the Closing Date by a maximum of thirty (30) days pursuant to this provision. If a party so extends the Closing, the Closing Date will be extended to occur on the date that is stated in such notice, which date cannot be earlier than five business days from the party's receipt of the notice.

20. PROPERTY CONVEYED AS IS, WHERE IS. Purchaser warrants and represents that its decision to purchase hereunder is based solely on its own inspection of the Property and its independent investigation and evaluation of the merits of entering into this Agreement. EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE DOCUMENTS DELIVERED BY SELLER AT CLOSING, THE PROPERTY IS HEREBY CONVEYED "AS IS", "WHERE IS", AND WITH ALL FAULTS, KNOWN OR UNKNOWN, PATENT, LATENT OR OTHERWISE, AND SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE PROPERTY, THE AVAILABILITY OF UTILITIES, ACCESS OF THE PROPERTY TO PUBLIC ROADS, APPLIANCES OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR ANY PURPOSES.

21. MANAGEMENT OF PROPERTY. Purchaser acknowledges that this purchase shall be in accordance with the Constitutions and Canons of the Episcopal Church. The Diocese hereby acknowledges and agrees that (i) the Property shall be purchased and solely owned by St. Martin's Episcopal School, Inc. or its affiliate, (ii) after the Closing Date, the Property shall be managed by the Board of Trustees of St. Martin's Episcopal School, Inc., and (iii) the parish of St. Martin in the Fields Episcopal Church shall have no right, title or interest in, ownership of or management over the Property.

22. LOAN APPROVAL. The Committee hereby approves Purchaser obtaining a loan of up to 70% of the value of the Property at the time of such loan to be secured, *inter alia*, by a first-priority deed to secure debt on the Property upon terms and conditions reasonably approved by Purchaser.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date this Agreement has been signed by both Purchaser and Seller.

SELLER:

THE CHURCH OF THE ATONEMENT, INC.,
a Georgia nonprofit corporation

By: Rev. Canon Ly Ly C
Name: Rev. Canon Larry Lowrey III
Its: Canon of Christ the King Episcopal

4/22/20
Date of Final Execution

The Diocese of Atlanta:

By: _____
Name: _____
Title: Canon to the Ordinary

Date of Final Execution

PURCHASER:

ST. MARTIN'S EPISCOPAL SCHOOL, INC., a
Georgia non-profit corporation

By: Luis A Ottley
Name: Luis A. Ottley
Its: Head of School

4/22/2020
Date of Final Execution

The undersigned agrees to hold and disburse the Earnest Money in accordance with this Agreement.

FIDELITY NATIONAL TITLE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "A"

LEGAL DESCRIPTION

Exhibit "B"**Terms and Conditions of Escrow**

1. **DEPOSITS OF FUNDS.** All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may commingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association, or other financial services entity. It is understood that Escrow Agent shall be under no obligation, except to the extent instructed in writing by Seller and/or Purchaser, to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes governing unclaimed property. If Seller and Purchaser instruct Escrow Agent to deposit the Earnest Money in an interest-bearing account, upon the depository institution's request, the Seller and/or Purchaser will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. Interest will accrue on said account at the rate provided by the institution in which the escrowed funds are deposited. The Seller and/or Purchaser do hereby certify that they are aware the Federal Deposit Insurance Corporation coverages apply to a maximum amount of \$100,000.00 per depositor. Further, the Seller and/or Purchaser understand that Escrow Agent assumes no responsibility for, nor will Seller and/or Purchaser hold same liable for any loss occurring which arises from bank failure or error, insolvency or suspension, or a situation or event which falls under the Federal Deposit Insurance Corporation coverages.

All interest will accrue to and be reported to the Internal Revenue Service for the account of:

Name:

Address:

Phone:

Tax Identification or Social Security No.: _____

Escrow Agent shall not be responsible for any penalties, or loss of principal or interest, or any delays in the withdrawal of the funds which may be imposed by the depository institution as a result of the making or redeeming of the investment pursuant to Seller and/or Purchaser instructions.

2. **DISBURSEMENT OF EARNEST MONEY.** Escrow Agent may disburse all or any portion of the Earnest Money in accordance with and in reliance upon the terms and conditions of this Purchase and Sale Agreement and these Escrow Terms or upon written instructions from both Seller and Purchaser. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released.

3. **DEFAULT AND/OR DISPUTES.** In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, the Escrow Agent will promptly notify all parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited

in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any. Notwithstanding anything herein to the contrary, in the event that Purchaser elects to terminate this Agreement on or before the expiration of the Inspection Period, as defined in the Purchase Agreement, Escrow Agent shall immediately return the Earnest Money to Purchaser without any consent or action by Seller.

4. **ESCROW AGENT FEES AND OTHER EXPENSES.** Escrow Agent shall charge for its services hereunder in accordance with its current schedule of fees (which includes annual maintenance fees) unless otherwise provided. Unless otherwise directed, such fees shall be charged to the Purchaser. All fees, charges and expenses are due and payable at settlement and such amounts may be deducted by Escrow Agent from any funds held in escrow due to the party from whom such amounts are due and owing. Additional amounts which may become due for any reason shall be promptly paid to Escrow Agent by the party owing such amounts. Escrow Agent shall not be required to advance its own funds for any purpose provided that any such advance, made at its option, shall be promptly reimbursed by the party for whom it is advanced, and such optional advance shall not be an admission of liability on the part of Escrow Agent.

5. **LIMITATIONS OF LIABILITY.** Escrow Agent shall not be liable for any loss or damage resulting from the following:

- (a) The effect of the transaction underlying this Agreement including without limitation, any defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;
- (b) The default, error, act or failure to act by any other party to the escrow;
- (c) Any loss, loss of value or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if such loss or loss of value or impairment results from the failure, error, insolvency or suspension of a depository institution;
- (d) Any defects or conditions of title to any property that is the subject of this escrow provided, however, that this limitation of liability shall not affect the liability of Fidelity National Title Insurance Company under any title insurance policy which it has issued or may issue. NOTE: No title insurance liability is created by this Agreement.
- (e) Escrow Agent's compliance with any legal process including but not limited to, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

6. **HOLD HARMLESS.** Purchaser and Seller shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.

Promenade, Suite 3100
 1230 Peachtree Street, N.E.
 Atlanta, Georgia 30309-3592
 Tel: 404 815-3500
 www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
 Attorneys At Law

Dennis J. Webb, Jr.
 Direct Tel: (404) 815-3620
 Direct Fax: (404) 685-6920
 dwebb@sgrlaw.com

October 15, 2020

VIA EMAIL ahorst@sandyspringsga.gov
 Alexandra Horst
 Planner II
 City of Sandy Springs
 1 Galambos Way, Sandy Springs, Georgia 30328

Re: **Saint Martin's Episcopal School ("SMES") (4945 High Point Road) Community Meeting II Minutes**

Dear Ms. Horst:

A second community meeting was held on September 30, 2020 at City Hall and online simultaneously via a Webex conference to discuss the proposed Use Permit to allow a private school and daycare accessory to an existing church.

There were two (2) neighbors who attended in-person and signed the sign-in sheet. Approximately 13 persons attended online via Webex. Both the actual and virtual sign-in sheets are attached. The Applicant's representative presented an overview of the Use Permit Application and then addressed questions from the attendees. A summary of the public's primary concerns are listed below, along with a summary of the response:

1. Will SMES maintain the existing fence on the northern property line?

RESPONSE: We told the questioner that we were not sure and would consult with the Architect after the meeting and follow up with him. We did so the next day and confirmed that the existing fence on the northern property line is being kept. We communicated this via email to the questioner. He was happy with this response. He said that he had planned to do some landscaping in that area and did not want to start the project if the area was going to be disturbed.

Alexandra Horst
October 15, 2020
Page 2

2. Will SMES be keeping the playground on the north side of the property?

RESPONSE: We told the questioner that the playground would be kept as passive play space. She said that she was glad because she liked the sound of children playing.

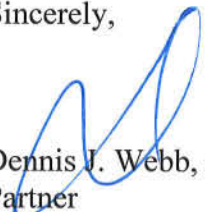
3. Will SMES be adding exterior lighting to the property?

RESPONSE: We told the questioner that we were not sure but that additional lighting, if any, would be made appropriate for a residential area.

4. What is the proposed cap on enrolled children?

RESPONSE: We told the questioner that the school contemplates 60 enrolled children currently but wanted some room for growth. SMES intends to propose a zoning condition that caps total enrolled children at 100.

Sincerely,



Dennis J. Webb, Jr.
Partner

Case Number: U20-0002 – Community Meeting II
City Hall, 1 Galambos Way, Sandy Springs, Ga 30328 (Studio Theatre)
September 30, 2020 from 6:00 pm - 7:30 pm

[illegible]

▼ Participants (14)



Q Search

Jeff Wright
Host, me

A

Audience
CohostDennis (Den) Webb
Cohost

B

Bob



Call-in User_4



CK

Charlie Kontz



CD

Cheryl Doughty



CG

Chris Glander



J

JaneKelley



JD

Jean DiLuzio



MF

mary ford



NP

Nancy Pahl



NB

norris broyles



RS

R Smith

Mute all

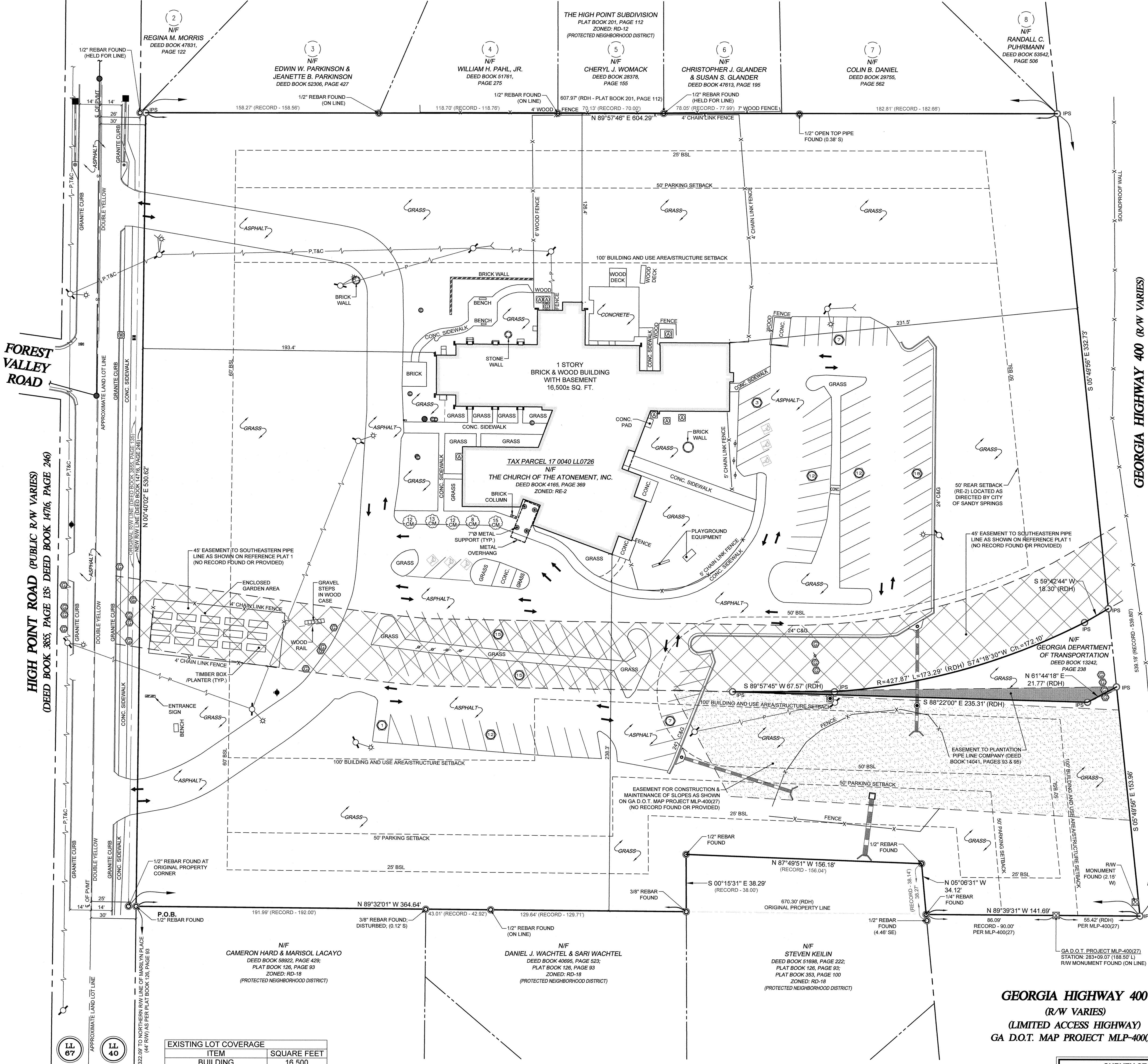
Unmute all

- LEGEND**
- LL 40 LAND LOT IDENTIFICATION
- 4 SUBDIVISION LOT IDENTIFICATION
- IRON PIN FOUND (AS NOTED)
- RIGHT OF WAY MONUMENT FOUND
- PROPERTY CORNER
- ROUND COLUMN
- MAILBOX
- REGULAR PARKING SPACE NUMBER
- HANDICAP PARKING
- SIGN
- POWER POLE WILIGHT
- AC UNIT
- ELECTRIC BOX
- ELECTRIC METER
- GUY WIRE
- POWER POLE
- SANITARY SEWER MANHOLE
- CLEAN OUT
- CATCH BASIN
- OUTLET CONTROL STRUCTURE
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- HEADWALL
- GAS METER
- GAS MARKER
- IRRIGATION CONTROL VALVE
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- TREE
- CRAP-MYRTLE TREE
- P.O.B. POINT OF BEGINNING
- RDH RECORD DISTANCE HELD
- IPS 1/2" REBAR SET W/ CAP
- BSL BUILDING SETBACK LINE
- NF NOW OR FORMERLY
- R/W RIGHT OF WAY
- C&G CURBS AND GUTTER
- CONC. CONCRETE
- PVMT PAVEMENT
- TYP TYPICAL
- C CENTER LINE
- X FENCE LINE
- S SANITARY SEWER LINE
- STORM SEWER LINE
- P OVERHEAD POWER LINE
- T OVERHEAD TELEPHONE LINE
- C OVERHEAD CABLE TELEVISION LINE

- REFERENCE PLATS:**
- Survey plat for Church of Atonement prepared by J. Paul Bates & Associates, dated October 1, 1963, referenced in Warranty Deed recorded in Deed Book 4165, Page 369.
 - Subdivision plat for Windsor Heights Subdivision recorded in Plat Book 126, Page 93.
 - Final plat of The High Point Subdivision recorded in Plat Book 201, Page 112.
 - Minor plat of Revisions to 4945 High Point Road, NE, & Lot 7, Block A, Windsor Heights Subdivision recorded in Plat Book 363, Page 100.
 - Georgia Department of Transportation right of way map project MLP-400(27) dated May 18, 1987, last revised October 29, 1993.

- TITLE EXCEPTIONS:**
- This survey relied upon information contained within a title commitment number 2007000A prepared by Fidelity National Title Insurance Company, with an effective date of March 31, 2020, with respect to the property surveyed described in Exhibit "A", and the exceptions listed in "Schedule B, Part I":
- Easement to Plantation Pipe Line Company recorded in Deed Book 1269, Page 545; as assigned and recorded in Deed Book 11752, Page 155. Comment: Document affects the subject property; does not contain plotable descriptions of the easement.
 - Easement to Fulton County recorded in Deed Book 3855, Page 135. Comment: Document describes a 50 foot width original right of way of High Point Road before widening per Deed Book 14716, Page 246. (See Exception #21 below).
 - Right of Way Easement to Georgia Power Company recorded in 4888, Page 100. Comment: Blanket easement affects the subject property; does not contain plotable descriptions.
 - Right of Way Easement to Georgia Power Company recorded in 4070, Page 598. Comment: Blanket easement affects the subject property; does not contain plotable descriptions.
 - Right of Way Easement to Georgia Power Company recorded in 7323, Page 151. Comment: Blanket easement affects the subject property; does not contain plotable descriptions.
 - Right of Way Deed to Georgia Department of Transportation recorded in Deed Book 13242, Page 238. Comment: Affect the subject property as shown on the survey.
 - Right of Way Deed to Plantation Pipe Line Company recorded in Deed Book 14041, Page 93; as amended and recorded in Deed Book 14041, Page 95. Comment: Affects the subject property; shown on the survey.
 - Right of Way Deed to Fulton County recorded in Deed Book 14716, Page 246. Comment: Document affect the subject property; 30 foot right of way from the centerline of High Point Road is shown on the survey; surveyor needs a copy of the plans showing additional right of way to provide a necessary shoulder referenced in the document and not supplied with the title commitment.
 - Matters shown on the plat recorded in Plat Book 353, Page 100. Comment: Affect the subject property as shown on the survey.

EXISTING LOT COVERAGE	SQUARE FEET
BUILDING	16,500
ASPHALT DRIVE	14,215
ASPHALT PARKING	48,212
CONCRETE SIDEWALK	4,697
CONCRETE PAD	1,926
CONCRETE CURB	960
BRICK PAD	261
OVERHANG	263
WOOD DECK	178
BRICK WALL	125
BENCH	9
PLAYGROUND EQUIPMENT	48

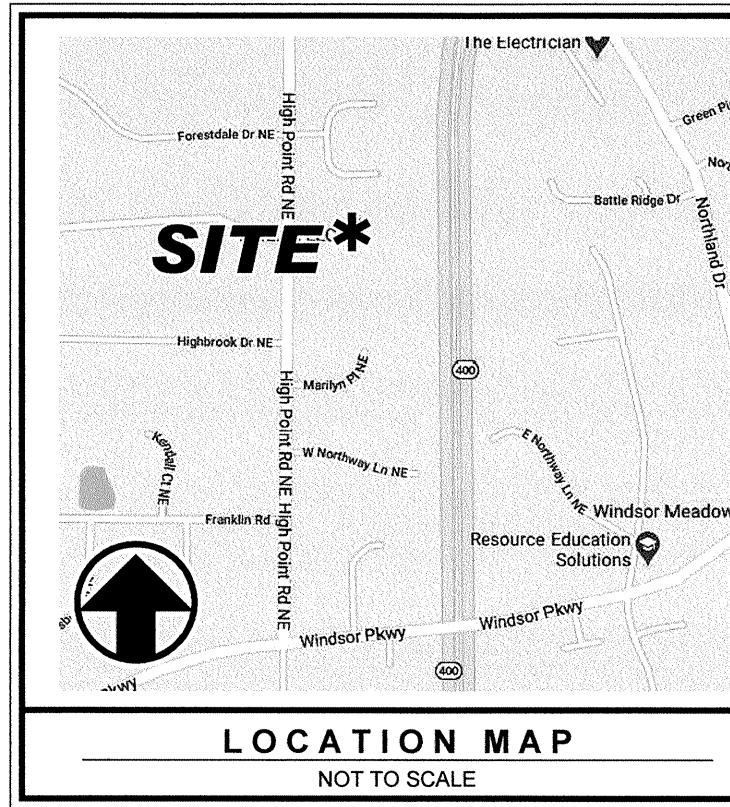


GEORGIA HIGHWAY 400
(R/W VARIES)
(LIMITED ACCESS HIGHWAY)
GA D.O.T. MAP PROJECT MLP-400(27)

- SURVEY STATEMENTS:**
- The Property is the same as that in the Title Commitment.
 - No facts or evidence of encroachments onto or from the Property were revealed.
 - No gores or gaps were revealed.
 - The Property has direct access to and from the public right of way of High Point Road.
 - There is no evidence of recent street mowing work, building construction, or building additions observed in the process of conducting the fieldwork.
 - There is no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

UTILITY STATEMENT:

- There may be underground utilities not shown on this survey.



SITE ADDRESS:
4945 High Point Road, Sandy Springs, GA 30342

SITE AREA:
7.54 acres or 325,295 square feet

LOT COVERAGE:
Existing: 287,394 square feet; ±26.6%

PARKING SUMMARY:
Existing Use: Place of Worship
Regular Parking Spaces: 102
Handicap Parking Spaces: 6
Total Parking Spaces: 108

ZONING: RE-2

REQUIRED BUILDING SET-BACK LINES:
Front: 60'
Side Street: 40'
Interior Side: 25'
Rear: 50'
From any Protected Neighborhood: 100' (Building and use area/structure setback) / 50' (Parking)

BUILDING SIZE:
Maximum Building Height or Stories: 40' or 3 Stories
Minimum Lot Area For All Other Allowed Uses: 10,000 Square Feet
Minimum Lot Width For All Other Allowed Uses: 100'

PARKING:
Total Parking Spaces Required: 33 (Place of Worship 1 per 500 square feet)
LOT COVERAGE: Maximum Lot (Impervious) Coverage: As depicted on the survey (per Code Div. 2.2 and 7.4.1)

NOTES:

- This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
- Unless otherwise specified, all distances as shown are horizontal ground distances in U.S. survey feet (39.37 inches = 1 meter).
- The project horizontal datum is relative to the North American Datum 1983 (NAD83), 2011 adjustment, projected to the Georgia State Plane Coordinate System, West Zone.
- Flood Hazard Note:** By graphic plotting only, this property does not lie within a 100 year flood hazard zone and is depicted as zone X as defined by the F.E.M.A Flood Insurance Rate Map of Fulton County, Georgia and incorporated areas map number(s) 13121C0183F, effective date September 18, 2013.

PROPERTY DESCRIPTION:

All that tract or parcel of land lying and being in Land Lot 40 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning commence at the intersection of the northern right of way line of Marilyn Place (44 feet right of way width) and the eastern right of way line of High Point Road (right of way width varies); thence proceed along said right of way line of High Point Road northerly a distance of 322.09 feet to a 1/2 inch rebar found, said point being the Point of Beginning.

From the Point of Beginning, as thus established, continuing along said right of way line of High Point Road North 00 degrees 40 minutes 02 seconds East a distance of 530.82 feet to a 1/2 inch rebar set; thence leaving High Point Road and proceeding North 89 degrees 57 minutes 46 seconds East a distance of 604.29 feet to a 1/2 inch rebar set on the western right of way line of Georgia Highway 400 (right of way width varies); thence proceeding along said right of way line of Georgia Highway 400 the following courses and distances: South 05 degrees 40 minutes 56 seconds East a distance of 332.73 feet to a 1/2 inch rebar set; South 59 degrees 42 minutes 44 seconds West a distance of 18.30 feet to a 1/2 inch rebar set; along a curve to the right with a radius of 427.87 feet and an arc length of 173.29 feet (said curve having a chord bearing of South 74 degrees 18 minutes 30 seconds West and a chord distance of 172.10 feet) to a 1/2 inch rebar set; North 61 degrees 44 minutes 18 seconds East a distance of 21.77 feet to a 1/2 inch rebar set; South 08 degrees 22 minutes 00 seconds East a distance of 235.31 feet to a 1/2 inch rebar set; North 61 degrees 44 minutes 18 seconds East a distance of 21.77 feet to a 1/2 inch rebar set; South 05 degrees 49 minutes 56 seconds East a distance of 163.95 feet to a 1/2 inch rebar set; North 59 degrees 42 minutes 31 seconds West a distance of 141.69 feet to a 1/4 inch rebar found; thence leaving Georgia Highway 400 and proceeding North 05 degrees 05 minutes 31 seconds West a distance of 34.12 feet to a 1/2 inch rebar found; thence North 87 degrees 49 minutes 51 seconds West a distance of 155.18 feet to a 1/2 inch rebar found; thence South 00 degrees 15 minutes 31 seconds East a distance of 38.29 feet to a 3/8 inch rebar found; thence North 89 degrees 32 minutes 01 seconds West a distance of 364.04 feet to a 1/2 inch rebar found, said point being the Point of Beginning.

CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein.

RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in Section 15-6-67.

This is to certify that this survey was made under my supervision and is a true representation of the land surveyed. The field data upon which this survey is based, was performed using Leica GS 15 GPS receivers with network adjusted real time kinematic measurements referenced to the eGPS network. The GPS survey included redundant measurements with positional accuracy better than 0.07'.

This map or plat has been calculated for closure and is found to be accurate within one foot in 332,327 feet.

To St. Martin's Episcopal School, Inc., Ameris Bank, and Fidelity National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(b)(1), 8, 9, 13 & 20 (55,000,000 of Table A thereof). The fieldwork was completed on May 14, 2020.

Travis Pruitt & Associates, Inc.
Travis Pruitt, Jr.
Land Surveyor No. 2809
For The Firm Travis Pruitt & Associates, Inc.

Date: 10/14/2020

Copyright 2020
Travis Pruitt & Associates, Inc.

These drawings and their reproductions are the property of the Surveyor and may not be reproduced, published, or used in any way without the written permission of this Surveyor.

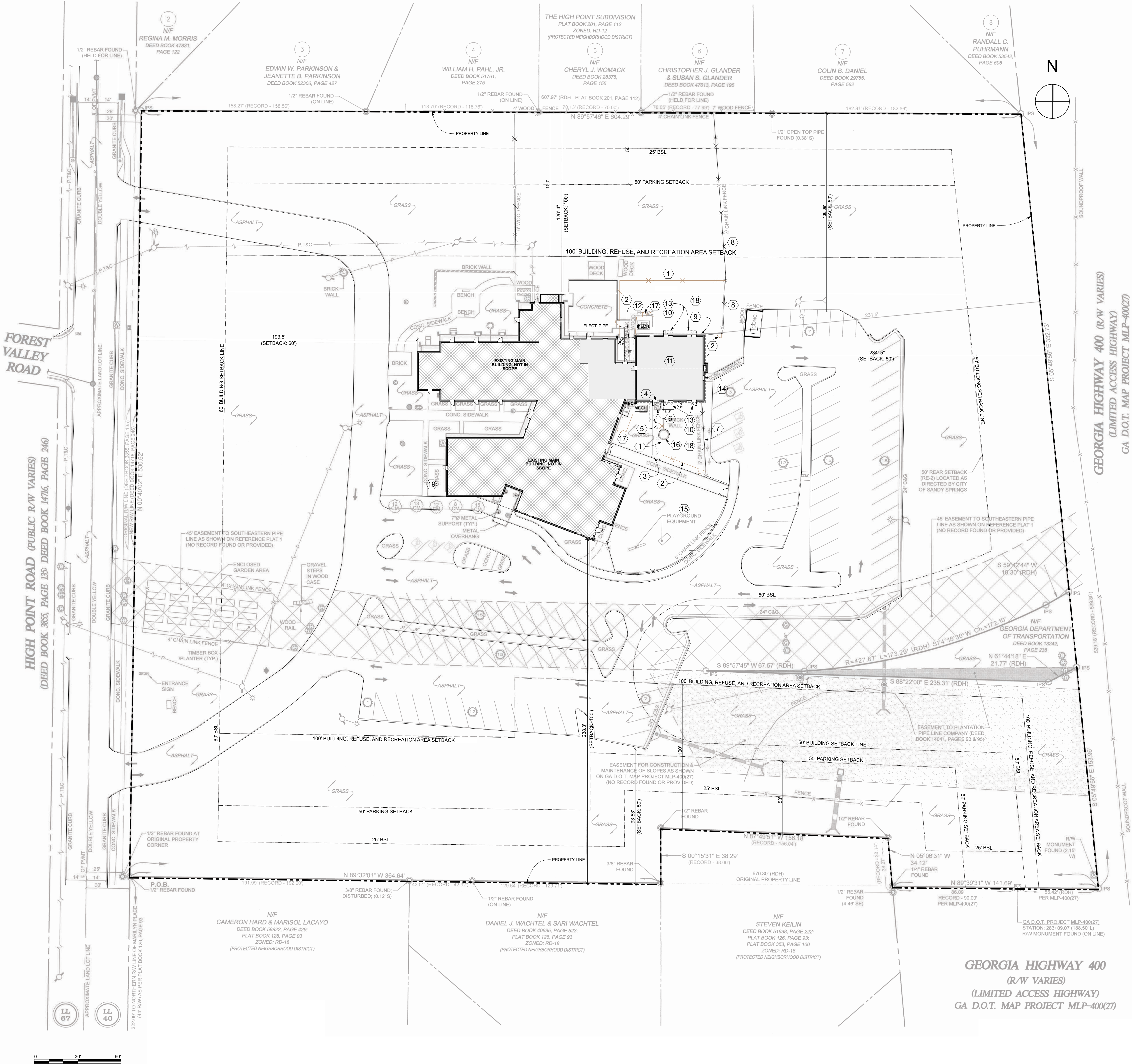
REVISIONS

NO.	DATE	DESCRIPTION
1	10/14/2020	Initial Survey

**4347 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-8759
www.travispruitt.com**

Travis Pruitt & Associates, Inc.
Professional Engineers and Land Surveyors
Georgia Board of Registration for Professional Engineers and Land Surveyors
15-6-67

PLAT DATE: 05/20/2020
FIELD DATE: 05/14/2020
SCALE: 1" = 30'
JN: 1-20-0131.600
FN: 214-E-192
SHEET NO: 1 of 1



5 SITE PLAN
A-101 SCALE: 1" = 30'

PARKING DATA

REQUIRED PARKING:
DAY CARE: 30 SPACES (1 SPACE PER 500 SF)
PLACE OF WORSHIP: 30 SPACES (1 SPACE PER 500 SF)
PRIVATE SCHOOL: 3 SPACES (1 PER 500 SF)
PARKING PROVIDED: 108 SPACES
(EXISTING TO REMAIN AS-IS)
REQUIRED BICYCLE PARKING:
DAY CARE: 4 SPACES (1 PER 5,000 SF, 2 MIN)
PLACE OF WORSHIP: 4 SPACES (1 PER 5,000 SF, 2 MIN)
PRIVATE SCHOOL: 0 SPACES
BICYCLE PARKING PROVIDED: 4 SPACES

NOTES:
1 THE DAY CARE WILL UTILIZE ±15,380 SF OF THE BUILDING MONDAY THROUGH SATURDAY. THE CHURCH WILL UTILIZE ±16,380 SF OF THE BUILDING ON SUNDAYS AS A PLACE OF WORSHIP.
2 THE PRIVATE SCHOOL USE OF THE BUILDING IS FOR SCHOOL ADMINISTRATIVE OFFICES (±1,120 SF).

LEGEND

- 11 40 LAND LOT IDENTIFICATION
- 4 SUBDIVISION LOT IDENTIFICATION
- IRON PIN FOUND (AS NOTED)
- RIGHT OF WAY MONUMENT FOUND
- PROPERTY CORNER
- ROUND COLUMN
- MAILBOX
- REGULAR PARKING SPACE NUMBER
- HANDICAP PARKING
- SIGN
- POWER POLE W/ LIGHT
- AC UNIT
- ELECTRIC BOX
- ELECTRIC METER
- GUY WIRE
- POWER POLE
- SANITARY SEWER MANHOLE
- CLEAN OUT
- CATCH BASIN
- OUTLET CONTROL STRUCTURE
- JUNCTION BOX
- HEADWALL
- GAS METER
- GAS MARKER
- IRRIGATION CONTROL VALVE
- WATER METER
- FIRE HYDRANT
- WATER VALVE
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- CRAPE-MYRTLE TREE
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- IPS 1/2" REBAR SET W/ CAP
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- CENTER LINE
- X FENCE LINE
- S SANITARY SEWER LINE
- STORM SEWER LINE
- P OVERHEAD POWER LINE
- T OVERHEAD TELEPHONE LINE
- C OVERHEAD CABLE TELEVISION LINE

EXISTING LOT COVERAGE	
ITEM	SQUARE FEET
BUILDING	16,500
ASPHALT DRIVE	14,215
ASPHALT PARKING	48,212
CONCRETE SIDEWALK	4,697
CONCRETE PAD	1,926
CONCRETE CURB	960
BRICK PAD	261
OVERHANG	263
WOOD DECK	178
BRICK WALL	125
BENCH	9
PLAYGROUND EQUIPMENT	48
PROPOSED ADDITIONAL LOT COVERAGE	
CONCRETE SIDEWALK	123

SITE PLAN GENERAL NOTES

• GC TO VERIFY CONDITION OF ROOFING, FLASHING, WATERPROOFING, FACADE, MASONRY, SHEATHING, INSULATION AND ALL KEY ELEMENTS OF EXISTING ENVELOPE AND NOTIFY OWNER OF ANY DAMAGE OR REQUIREMENTS IN AND AROUND SCOPE AREAS AND AREAS IMMEDIATELY ADJACENT.
• PLEASE NOTE: THIS SITE PLAN BASED ON SURVEY PREPARED BY TRAVIS PRUITT & ASSOCIATES DATED/SEALED 9.20.2020, AND ENTITLED ST. MARTIN'S EPISCOPAL SCHOOL, AMERIS BANK AND FIDELITY NATIONAL INSURANCE COMPANY.

SITE PLAN KEY NOTES

- NEW METAL FENCE PER DAYCARE LICENSING REQUIREMENTS
- NEW METAL FENCE W/ SCREENING & GATE, PER LICENSING REQUIREMENTS. PROVIDE LOCK WITH PANIC HARDWARE & TAMPER PROOF SCREENING ABOVE/BELOW TO PREVENT OUTSIDE ENTRY
- NEW CONCRETE SIDEWALK TO THE NEW ENTRY INTO EXISTING SIDEWALK. AREA: ±193 SQUARE FEET.
- NEW ALUMINUM/GLASS ENTRY DOOR W/ SIDELITE
- NEW EXTERIOR CANOPY
- DEMOLISH EXISTING PAD-MOUNTED MECHANICAL UNIT (INCLUDING CONCRETE PAD AND ALL ASSOCIATED UTILITIES AND INFRASTRUCTURE)
- DEMO EXISTING FENCE, REPLACE WITH NEW METAL FENCE WITH SCREENING PER DAYCARE LICENSING REQUIREMENTS
- ADD PRIVACY SCREENING TO EXISTING METAL FENCE
- REPLACE EXISTING METAL GUTTER & DOWNSPOUTS, TYP.
- PREFINISHED METAL CANOPY, TYP.
- REPLACE EXISTING ASPHALT SHINGLE ROOF
- OPTION FOR "SCHEME A" INCLUDES ENCLOSING THIS AREA WITH NEW EXTERIOR STONE/CLAY TILE WALL, NEW EXTERIOR DOOR AND ROOF EXTENSION THAT TIES INTO EXISTING ROOF.
- NEW EXTERIOR CONCRETE PAD @ NEW EXTERIOR DOOR, TYP.
- EXISTING EXTERIOR DOOR TO BE DEMOLISHED, IN-FILL WITH SALVAGED BRICK FROM WINDOW/DOOR DEMOLITION FROM ADJACENT EXTERIOR WALLS TO MATCH EXISTING WALL CONDITION.
- NOTE: "PLAYGROUND EQUIPMENT" INDICATED ON SITE SURVEY HAS SINCE BEEN REMOVED FROM PROPERTY.
- DEMO EXISTING BRICK WALL ELEMENT
- NEW METAL FENCE W/ SCREENING & GATE
- PROPOSED OUTDOOR PLAY AREA
- BICYCLE RACK ACCOMMODATING 4 BICYCLES

SITE ZONING DATA

SITE AREA: 7.54 ACRES OR 328,295 SQUARE FEET
ZONING: RE-2

REQUIRED SETBACKS (RE-2):

FRONT
REQUIRED: 60'
PROVIDED: 193.4'

REAR
REQUIRED: 50'
PROVIDED: 231.5'

SIDE (COMMON LOT LINE)
REQUIRED: 25'
PROVIDED: 126.4' (NORTH) 238.3' (SOUTH)

REQUIRED SETBACKS (§ 7.4.1.H):

BUILDING: 100' FROM PROTECTED NEIGHBORHOOD BUILDING SETBACK PROVIDED: 126.4' (NORTH) 238.3' (SOUTH)
RECREATION AREA: 100' FROM PROTECTED NEIGHBORHOOD RECREATION AREA SETBACK PROVIDED: 100'

LOT COVERAGE:
MAXIMUM LOT COVERAGE (IMPERVIOUS): 40%
SET BY THE CUP PER SANDY SPRINGS CODE DIV. 2.2.1 AND 7.4.1.H.3.C
EXISTING: ±1,394 SQUARE FEET; ±1,26.6%
PROPOSED: ±1,87,517 SQUARE FEET; ±1,26.7%
(NOMINAL INCREASE FOR NEW ±123 SQUARE FOOT SIDEWALK TO NEW ENTRY FOR EXISTING BUILDING)

EXISTING LANDSCAPING AREA: ±87,373 SQUARE FEET

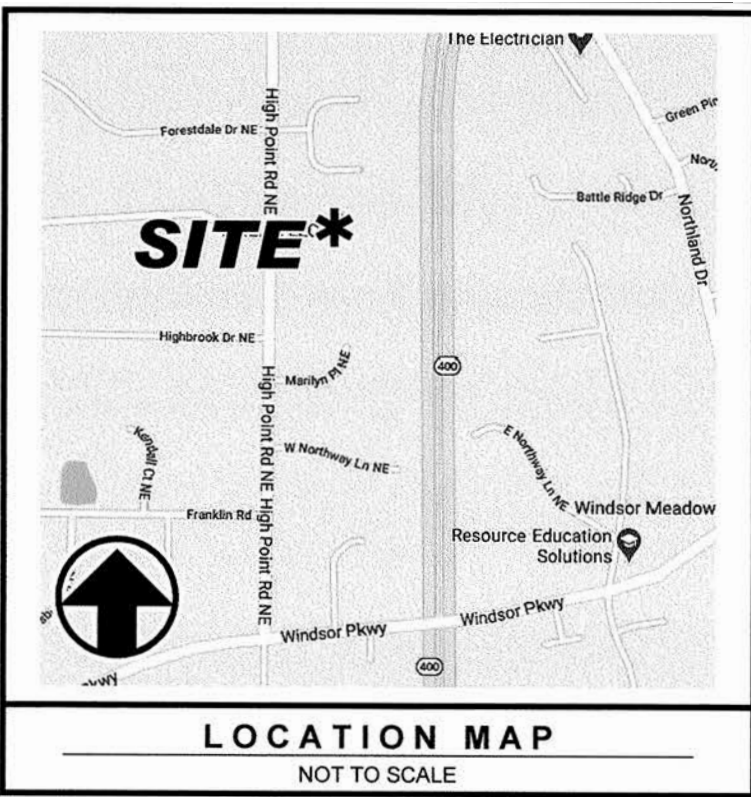
BUILDING SIZE:
MAXIMUM BUILDING HEIGHT: 40' OR 3 STORIES
EXISTING BUILDING HEIGHT: UNKNOWN (1-STORY) (EXISTING TO REMAIN AS-IS)

MINIMUM LOT AREA (ALL OTHER ALLOWED USES): 10,000 SF
EXISTING LOT AREA (ALL OTHER ALLOWED USES): ±16,500 SF
(EXISTING TO REMAIN AS-IS)

MINIMUM LOT WIDTH (ALL OTHER ALLOWED USES): 100'
EXISTING LOT WIDTH (ALL OTHER ALLOWED USES): ±139.83'
(EXISTING TO REMAIN AS-IS)

FLOOD HAZARD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AND IS DEPICTED AS ZONE X AS DEFINED BY THE F.E.M.A. FLOOD INSURANCE RATE MAP OF FULTON COUNTY, GEORGIA AND INCORPORATED AREAS MAP NUMBER(S) 1312100163F, EFFECTIVE DATE SEPTEMBER 18, 2013.

SPEED LIMIT NOTE:
SPEED LIMIT FOR HIGH POINT ROAD IS 35 MPH



3391 Peachtree Rd NE, Suite 400
Atlanta, Georgia 30326
404-873-0001



ST. MARTIN'S EPISCOPAL SCHOOL
HIGHPOINT EARLY LEARNING CENTER
4945 HIGHPOINT ROAD NE
ATLANTA, GA 30342
PROJECT NUMBER
20020.00

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NOT RELEASED FOR CONSTRUCTION

CONDITIONAL USE PERMIT 9.15.2020
CONDITIONAL USE PERMIT REVISIONER PER COMMENTS 10.2.2020

NOTE: READ THE SPECIFICATIONS
PROJECT SCOPE AND CONTRACT REQUIREMENTS
INDIVIDUAL SHEETS DERIVED FROM THE SET MAY NOT ADEQUATELY REFLECT ALL INFORMATION NEEDED TO SUITABLY COVER CERTAIN ITEMS. DO NOT SEPARATE THIS SET OF DRAWINGS INTO INDIVIDUAL SHEETS.

SHEET TITLE
SITE PLAN

A-101

COMMENTS ON PUBLIC SERVICES AND UTILITIES

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the City of Sandy Springs and the Fulton County Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):

WATER:

Anticipated water demand: 100 gallons per day (gpd) / 1,000 sq. ft. (existing Highpoint Episcopal Community Church buildings that will serve 60 Early childhood students of the Saint Martin's Episcopal School) x 16,500 (current) square feet = **165** gallons per day.

This project is within the City of Atlanta water jurisdiction.

SEWER:

Basin: Nancy Creek

Treatment Plant: R.M. Clayton (City of Atlanta)

Anticipated sewer demand: **149** gallons per day

There is a sewer manhole adjacent to the southern property boundary of the 7.679 acre tract (4945 High Point Road) within the property boundary of 240 Marilyn Place (Sewer manhole # SMNC1034199) along an 8 inch sanitary sewer line located in in Land Lot **40**, District **17** that can service the Saint Martin's Episcopal School complex.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.



4945 HIGH POINT RD.

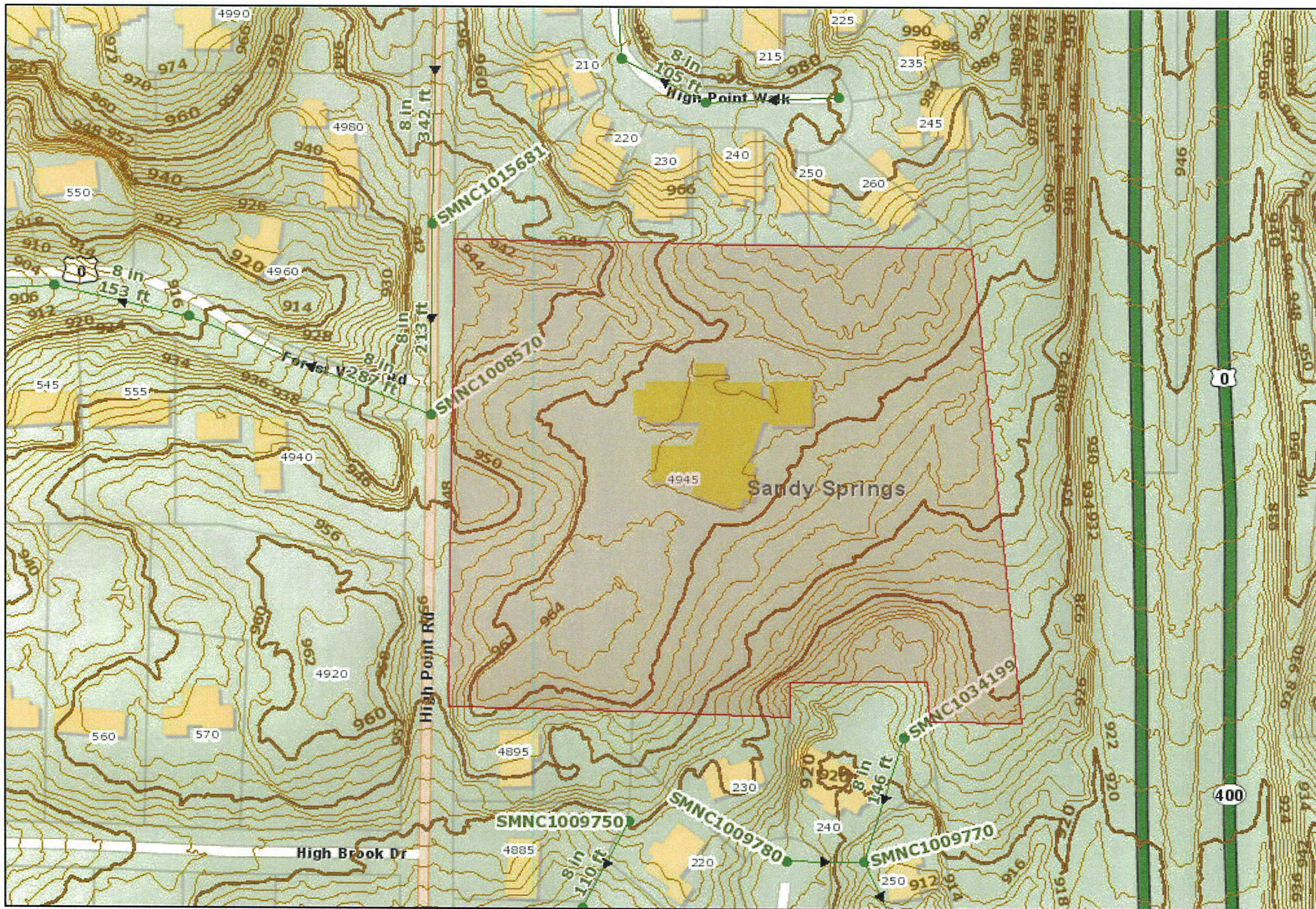
Date: 10/24/2020

Map Size: 8.5x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.



Prepared By:
GIS Section
Water Resources Department
Fulton County Government
Page 98 of 463



0 0.025 0.05 0.075 mi

Date: 10/24/2020

Map Size: 8.5x11 (LETTER)

4945 HIGH POINT RD.

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.



Prepared By:
GIS Section
Water Resources Department
Fulton County Government
Page 99 of 463

Property Tax Information

Zoning

Political

School Zones

Other Information

Zip Code	30342
Census Tract	101.14
In Less Developed Census Tract	No

An aerial photograph of a large, modern building complex, likely a government or institutional facility, surrounded by dense vegetation and trees. The building features a prominent central tower and multiple wings. A circular driveway or road is visible in the foreground.

The Intermediate Regional Flood (I.R.F.) areas shown herein were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of Sandy Springs does not, by approving this plat, warrant their accuracy, nor imply that land outside the areas of flood damage or potential flood damage is free of flood damage. Further, the City of Sandy Springs does not by approving this plat nor accepting the public Improvements therein, assume maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner/s of the land upon which they are located. In the event of a flood, the owner of a flood hazard area, is required to submit a site plan to the City of Sandy Springs, prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the location and elevation of the flood hazard area. The site plan by the City of Sandy Springs is required prior to the issuance of a building permit.

The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases the City of Sandy Springs from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features. A drainage easement is hereby established for the purpose of providing for the maintenance, protection and the free flow of surface waters along all watercourses as established by these Regulations and the Director of the Department of Public Works. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other obstructions from the easement area. The City is not in any condition, which in the judgment of staff and Director, is potentially injurious to life, property, or the public road or utility system. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of the City of Sandy Springs nor derogation of the City of Sandy Springs' right to the return of any easement for expenses from the owner(s) of the property(ies) or the taxes that generated the conditions.

1. Windsor Heights Subdivision Plat recorded in Plat Book 126, Page 93.
2. A Grading and Drainage Plan done for The Church of the Atonement, by
Kerns Monray & Associates Architects, dated 5-20-91.

Bearings shown are the result of angles turned based on a single magnetic observation.

Be aware that for dwellings more than five hundred (500) feet off the road, flag lots or lots with unusual configurations, the Fire Department may not be able to provide fire protection unless the following items are fulfilled.

- a. A fire hydrant or water source approved by the fire department must be available within 500 feet of the dwelling's most remote point.
- b. An all-weather driveway of at least 14 feet width and having a vertical clearance of 13 feet 6 inches must be provided.
- c. An approved turnaround at the dead end of any road or drive over 150 feet long must be provided.
- d. Fire department approval is required for any access so constructed.

LEGEND

○ (PF	IRON PIN FOUND
○ (PS	IRON PIN SET
■ CB	GRATE CATCH BASIN
■ JB	GRATE JUNCTION BOX
R/W	RIGHT-OF-WAY
B/C	BACK OF CURB
DL	BUILDING LINE
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
N/F	NOW OR FORMERLY
—TPF—	TREE PROTECTION FENCE
—X—	SILT FENCE

THIS SITE IS NOT LOCATED WITHIN A ZONE (A, AE, SHADED ZONE X)
AS DEFINED BY FIRM, COMMUNITY PANEL NUMBER 1312IC 0163E FOR
UNINCORPORATED FULTON COUNTY, GEORGIA. (USED JUNE 22, 1998 MAP).

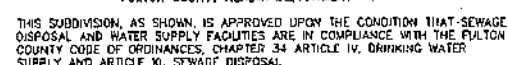
EQUIPMENT UTILIZED: ANGULAR SokkisoSet60R LINEAR SokkisoSet60R
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE
PRECISION OF ONE FOOT IN 17.547 FEET AND AN
ANGULAR ERROR OF 2 " PER ANGLE POINT AND WAS ADJUSTED
USING COMPASS METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO
BE ACCURATE WITHIN ONE FOOT IN 169.990 FEET.

UNLESS OTHERWISE SHOWN THERE ARE NO NATIONAL GEODETIC SURVEY
MONUMENTS WITHIN 500' OF THIS PROPERTY.

ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.

LARRY D. NEESE, GEORGIA REGISTERED LAND SURVEYOR NO. 2235



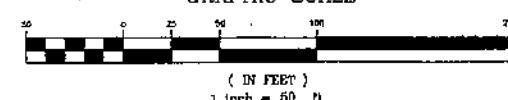
WATER SUPPLY		SEWAGE DISPOSAL	
(X) PUBLIC WATER SUPPLY		(X) PUBLIC SANITARY	
() INDIVIDUAL WATER SUPPLIES		() INDIVIDUAL ONSITE SEWAGE	
SERVICE REQUIREMENTS - S/D TYPE		SERVICE REQUIREMENTS - S/D TYPE	
() TYPE "A"		() TYPE "A"	() TYPE "C"
() TYPE "B"		() TYPE "B"	() TYPE "D"

12-2-2010
DATE

Barney H. Harman
FULTON COUNTY HEALTH DEPARTMENT

REVISION DATE _____ FULTON COUNTY HEALTH DEPARTMENT

(IN FEET)
1 inch = 50 ft



1. General Notes:
 - a. Total Area of Lot 7: 0.569 Acres (24,767.8 Sq. Ft.)
 - b. Property is Zoned:
 - Lot 7: R-3
 - 4945 High Point Road: R-2
2. Setbacks: Lot 7: Front=50', Rear=35', Side=10'
3. 4945 High Point Road: Front=60', Rear=40', Side=15'
4. Water Service provided by City of Atlanta.
5. Wastewater service provided by Fulton County.
6. 1/2" re-bar set at all corners not found.
7. City of Sandy Springs and Fulton County personnel and/or agents shall have free and total access to and across all easements.
8. This plot is in accordance with City of Sandy Springs Standards and Specifications.

Total Area:
359,271.7 SQ.FT.
8.248 ACRES

WEST GEORGIA SURVEYORS, INC.
ENGINEERS PLANNERS SURVEYORS

731 Sandtown Road
Marietta, Georgia 30008
(770) 428-2122
FAX: (770) 422-9178

CONTACT: LARRY NEESE 770-428-2122
GEORGIA REGISTERED LAND SURVEYOR NO. 2233

CURSED IS HE WHO MOVES HIS NEIGHBOR'S BOUNDARY
MARK, AND ALL THE PEOPLE SHALL SAY, 'CURSED' (Lev. 19:14)

MINOR FLAT

Revisions to 4945 High Point Road, NE &
Lot 7, Block A, Windsor Heights Subdivision

LOT - 7, Block A, Windsor Heights Subdivision	REVISIONS
LAND LOT - 40 ZONED - Lot 7: R-3	
DISTRICT - 17th ZONED - 4945 High Point: R-2A	
FLAT BOOK - 126	PAGE - 93
CITY - SANDY SPRINGS	CC: L73
COUNTY - FULTON	Dwn: MAS
STATE - GEORGIA	CRkd: LDN
DATE - Dec 11 2008	Job: 090102
SCALE - 1" = 50'	pl 05-0298

N/F LUCY V. KEY

N89° 0'E 608.5'

25' BUFFER

EXISTING GAS SERVICE

PROJECT LIMIT

EXIST. 6" SAN. SEWER

EXIST. 1 1/2" WATER SERVICE

6" PVC SAN. SEWER
1% MIN. SLOPE, COORD.
W/ OTHER UTILITIES.
785 GAL. GREASE TRAP
REPAIR PVMT. SEE SHT C-7

PROPOSED ONE
STORY ADDITION
FIN. FLR. EL. 963.00

MATCH EXIST. PVMT.

CURB
VARIES FROM
0 TO 6"

PAVEMENT
VARIES FROM
0 TO 0"

8" X 8" TAPPING SLEEVE
& 8" VALVE

SEE SHEET C-7 FOR
PAVEMENT REPAIR
DETAILS. MAINTAIN
TRAFFIC AT ALL TIMES.
COORDINATE ALL WORK
IN R/W WITH FULTON
CO. & CITY OF ATLANTA
WATER DEPT.

HIGH POINT ROAD
EXIST. 30' R/W

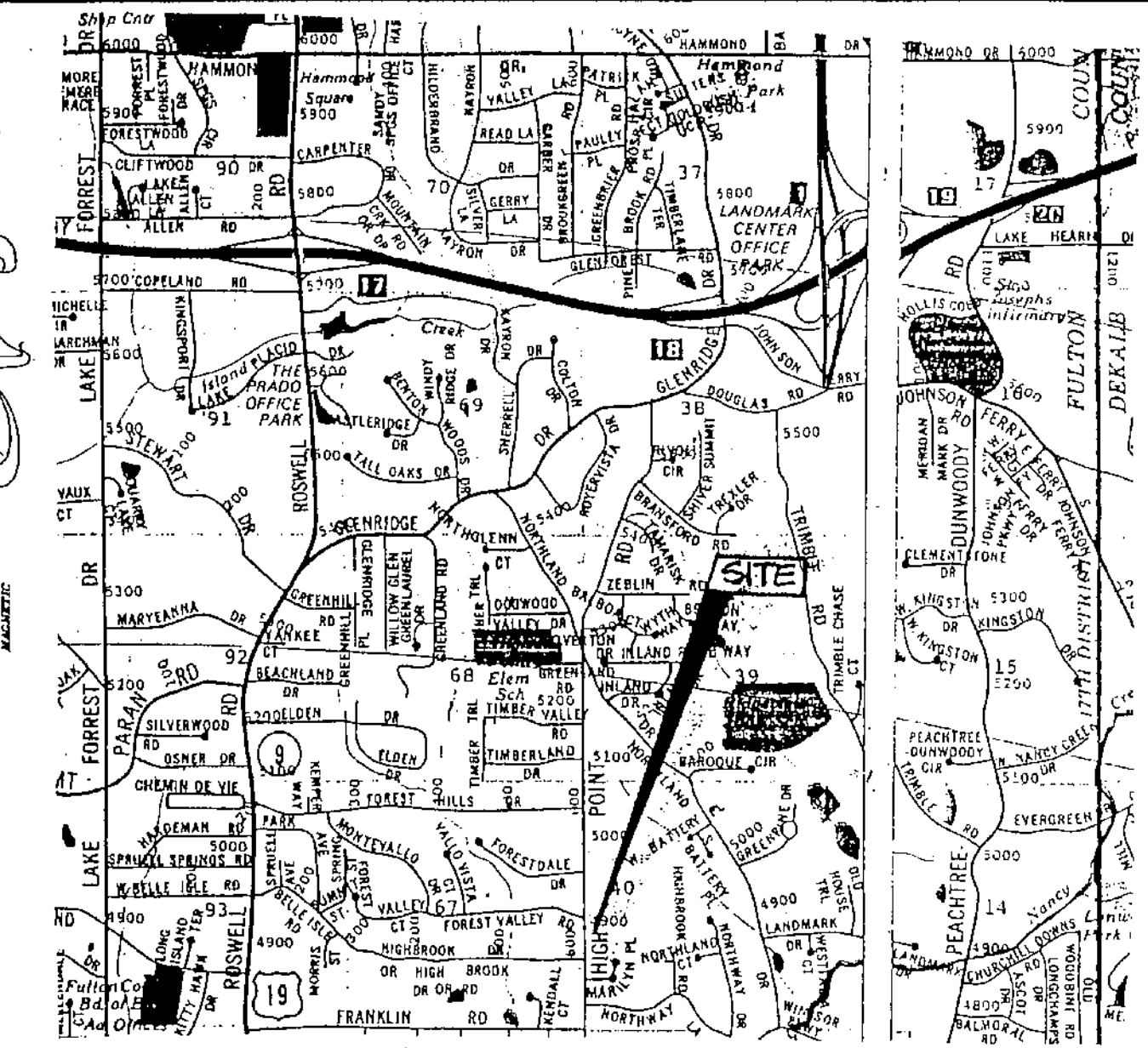
28.0'
EXIST.
P.V.M.T.
FACE/CURB
TO
FACE/CURB

300' ± ALONG
HIGH POINT RD.
TO INTERSECTION
W/HIGHBROOK DR.

N/F ROBERT SCARMAZZO

N/F TRAVIS REED

N/F EDWARD BYRD



LOCATION MAP

RECEIVED
JUN 02 1992
FULTON COUNTY

NOTES

- CONTACT THE DEPARTMENT OF PUBLIC WORKS AT 730-7400 OR 730-7545 TO ARRANGE A PRECONSTRUCTION CONFERENCE WITH THE COUNTY ARBORIST PRIOR TO ANY LAND DISTURBANCE.
- ALL TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO GRADING.
- UNDISTURBED BUFFERS SHALL BE REPLANTED TO BUFFER STANDARDS WHERE SPARSELY VEGETATED OR WHERE DISTURBED AT APPROVED UTILITY CROSSINGS. REPLANTING IS SUBJECT TO COUNTY ARBORIST APPROVAL.

LEGEND

- DRAINAGE FLOW
- HW : HEADWALL, SEE DWG C-6 (2E)
- CB : CATCH BASIN, SEE DWG. C-6 (2E)
- W
- W
- G

Revised June 2, 1992

AS BUILT

REVISE GRADING & DRAINAGE; RELOCATE FIRE LINE & FIRE HYDRANT; ADD NOTES; ADD GREASE TRAP & SAN. SEWER LAT.

GRADING & DRAINAGE PLAN

SCALE: 1" = 30'	APPROVED BY:	DRAWN BY: O.G.
DATE: 05/20/91		REVIEWED: 09/12/91
RENOVATIONS & ADDITIONS TO THE CHURCH OF THE ATONEMENT 4945 HIGH POINT ROAD ATLANTA, GEORGIA 30342		
KEMP MOONEY & ASSOCIATES ARCHITECTS 467 PEACHTREE ST. N.E., ATLANTA 876-0742		DRAWING NUMBER C-3



HEC
HOLMBERG ENGINEERING CONSULTANTS, P.C.
142 SOUTH PARK SQUARE, SUITE G
MARIETTA, GEORGIA 30060
426-7741



91212 AB

First Name	Last Name	ZIP Code	Date Submitted	Comments
Gennye	Krasner	30342	11/5/2020	If the said 60 students was to increase and therefore increase the number of cars entering and leaving for carpool, will another petition need to be filed? I would like to see two obligations of the school: 1) that no carpool line up ever be allowed on Forest Valley Road 2) if cars start to need to line up outside the actual parking lot or entrances on High Point Road, that a policeman be required to navigate traffic. There is a blind spot just south of the church that could really cause issues on the streets. We already see considerable issues with the carpool line up for High Point Elementary when they are in session at that dangerous intersection and there is not always a police officer present. Thanks,
James Duffy	Hickey	30342	11/9/2020	I am writing on behalf of the High Point Civic Association, as its current president, Regarding the Conditional Use Permit filed by St. Martin's Episcopal School for the property at 4945 High Point Rd. (U20-0002) The High Point Civic Association (HPCA) ☐ Has a long and favorable history with the past owners of the property at 4945 High Point Rd. It has been our primary meeting space for more than 15 years – board meetings, annual membership meetings, association-hosted community meetings and our annual Fall Festival. The church has been excellent host to us ☐ Appreciates the open communication from Dr. Luis Ottley and Den Webb on the project under consideration at the property ☐ Looks forward to a positive experience with St. Martin's Episcopal School (SMES) ☐ Supports the proposed use of the property as a day care program, operated by SMES, with the following understanding:

				-- the classification of the property shall remain RE-2 with this conditional permit -- the pre-school operating hours are M thru F from 7:30 AM to 6 PM -- the maximum number of students in the program will not exceed 60, as described in the June Community Meeting. -- the age of the students will be from 8 weeks to 5 years old. -- the program will not expand to an after school program -- there will be no significant or new structural changes beyond the stamp of the current building, or new outside lighting that will impact neighborhoods adjacent to the property -- there will be no traffic back up on High Point Rd for drop-off and pick-up of students -- weekend use is expected to be minimal -- the property will not be used as athletic fields -- the community garden will remain in place and open to the community -- The memorial garden will remain, unless those with remains of family members in the garden request them to be relocated, such relocation to be managed appropriately by the Atlanta Episcopal Diocese. -- SMES is open to the occasional use of the facility by community groups, as determined by SMES Regarding traffic control, HPCA requests that, if this special use permit is approved, the city of Sandy Springs relocates the reduced speed sign for school hours that is on the east side of High Point Rd (facing northbound traffic) to a point just south of High Brook RD, so that the property in question is included in that slower speed zone.
Ronda	Smith	30328	11/10/2020	Sandy Springs Council of Neighborhoods (SSCN) is encouraged by the new opportunity that High Point Episcopal Church, located at 4945 Highpoint Rd., will have with this new

				Use Permit and the guidance that Saint Martin's Episcopal school administration will provide for its future and the future of its preschool participants. While not holding formal services in 2020 the church building and property itself has played host to many groups over the last 15 years not least of all High Point Civic Association (HPCA). The small congregation prior to 2020 and the other users of this property had a minimal impact on the surrounding neighborhoods quality of life and generated minimal traffic with their use. Understanding how a change in use might impact the community at large SSCN aligns both it's support and concerns with that of High Point Civic and asks that the planning commission will consider and condition this Use Permit application to the following conditions: * The use will be limited to only the proposed early childhood education program for participants aged 8 weeks to preschool age of 5 years old. * As stated in the applicants most recent October 14th Third Amended Statement of Intent some activities related to the early childhood education use will occur but this described program and no other will operate at 4945 High Point Rd. * Operating hours will be M thru F from 7:30 AM to 6 PM * As stated in the aforementioned letter of intent the number of participants enrolled in the program will be 60. This participant count, and no more, has been the ongoing basis for support of this application and should be the enrollment cap. * There will be no significant or new structural changes beyond the stamp of the current building and all parking lot lighting shall meet the current code requirements to limit any impact to homes and neighborhoods adjacent to the property * All stacking of carpool cars will occur within the confines of the property and no traffic will be allowed to back up on High Point Rd for drop-off and pick-up of students. Thank you for your consideration and enforcement of the above conditions as the formal position of SSCN.
Brian	Wilson	30342	11/10/2020	Dear Plan Commission Members, My wife Heidi and I reside at [REDACTED] We respectfully submit this letter to request that you send the above-mentioned Conditional Use petition to the City Council

			and Mayor with a POSITIVE recommendation subject to two binding conditions as set forth in the discussion below. Traffic Although there is considerable discussion between the petitioner and the City Engineer regarding the need for a traffic study that discussion was entirely focused on the assumption that 60 enrolled children would be served by the facility. In reading all of the submitted materials I note that in the Saint Martin's Episcopal School ("SMES") (4945 High Point Road) Community Meeting II Minutes Petitioner states; "We told the questioner that the school contemplates 60 enrolled children currently but wanted some room for growth. SMES intends to propose a zoning condition that caps total enrolled children at 100." Because the City Engineer's conclusions regarding traffic and the need for a formal traffic study were based upon 60 enrolled children, we request that the Conditional Use be approved subject to a condition that no more than 60 enrolled children be served. Aside from traffic volume we are very concerned about the southernmost drive serving the Petitioner's property. This drive meets Highpoint Road approximately 200 feet north of Highbrook Drive in a location with particularly bad sight-lines as shown below. Currently cars travelling south on Highpoint Road (frequently at excessively high speeds) cannot see the entrance to our subdivision until they are on top of it. Additional traffic exiting the Petitioner's property, particularly those attempting a left-hand turn would only exacerbate the problem at our subdivision entrance. This issue alone may merit study by a professional traffic engineer. Use of Existing Building/Possible Future Expansion Petitioner emphasizes that the school use of the facility will be conducted within the remodeled building and that there will be no expansion of the existing structure as a part of the approved Conditional Use. Any addition of square footage, or site configuration changes in the future could have significant impact on the surrounding properties. For this reason, we request that the Conditional Use be approved subject to a condition that the existing building not be expanded and that any future expansions/additional structures would subject petitioner to a separate Conditional Use approval.
--	--	--	--

				In general, we are supportive of the proposed use of the property but have genuine, legitimate concerns about the issues discussed. For these reasons, we the undersigned neighboring property owners respectfully request that the Sandy Springs Plan Commission send the proposed Conditional Use petition to the City Council and Mayor with a POSITIVE recommendation subject to the two binding conditions described. Respectfully, Brian Wilson & Heidi Orden, Owners of [REDACTED]
Ronda	Smith	30328	11/18/2020	Planning Commission, I wanted to draw your attention to the SSCN comments regarding tonight's Use Permit request. Please review the below and then see our Board comments on page 95 at this link: http://www.sandyspringsga.gov/home/showdocument?id=23840 It is SSCN's expectation that the applicant will request a 100 enrollee cap instead of the 60 as conditioned on page 19 by Staff in the above report and as shown in all Letter if Intent documentation submitted by the applicant for this Use Permit request. As articulated in the Staff report on page 9 this fully two thirds increase in enrollee count from 60 to 100 would generate the following: "Per the ITE Trip Generation Manual, for Daycare – Land Use Code 565, 60 students produces 48 total AM peak hour and 49 total PM peak hour trips, while 100 students produces 78 total AM peak hour and 79 total PM peak hour trips, as indicated in the Sandy Springs Transportation Engineer's comments below". The 30 trip count increase constitutes just shy of a full two thirds increase in the number of trips.

				While this trip count of 78/79 does not breach the 100 trip count threshold to require a full traffic study, the 48/49 new trips of 60 enrollees twice a day is a significant enough change from the nearly zero trip count the church has generated in recent years that the community will no doubt be impacted as High Point Rd is a narrow and very busy two-lane Collector road for its length through this residential area. Sandy Springs Council of Neighborhoods asks that you maintain the conditions imposed by Staff. If at such time that St Martin's can demonstrate that any new trips will not negatively impact the community and that they can indeed contain all of their carpool queue on property with room to spare to add additional capacity they can certainly exercise their right to the public process to request a change to this use permit U20-0002 to increase their enrollment cap. Thank you for your attention tho this important Use Permit case. Ronda Smith SSCN President/Zoning Chair
Jane	Kelley	30342	1/4/2021	With the restriction of limiting the number of students, I think this is an excellent use of this property — and welcome St Martin's to the neighborhood!

STATE OF GEORGIA
COUNTY OF FULTON

**AN ORDINANCE TO ALLOW FOR A CONDITIONAL USE PERMIT FOR A
PRIVATE SCHOOL AND DAY CARE USE, BOTH OF WHICH WOULD BE
ACCESSORY TO AND ASSOCIATED WITH AN EXISTING PLACE OF
WORSHIP THAT PREDATES THE CODE AT 4945 HIGH POINT ROAD**

BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia while in regular session on January 19, 2021 at 6:00 p.m. as follows:

SECTION 1. That the Official Zoning Map, incorporated into and part of the City of Sandy Springs Development Code be amended so the property located at **4945 High Point Road** (Parcel # 17 0040 LL0726), consisting of a total of approximately 7.54 acres, be allowed a Conditional Use Permit under the RE-2 (Residential Estate, 2 acre minimum lot size) District with conditions, to wit; and

1. To the *drawing* shown on the “*Site Plan*,” prepared by Collins Cooper Carusi Architects, dated October 2, 2020, received October 5, 2020. Only the existing building shall be utilized for the St. Martin’s Episcopal School (SMES); the Applicant must go through the City of Sandy Springs Conditional Use Permit process again, should plans change.
2. To a maximum of 60 enrolled children ages eight (8)-weeks old to five (5)-years old and 15 staff. At any point, the City may request enrollment verification, which SMES shall provide promptly.
3. To a maximum lot coverage of 28% of the total site.
4. To a maximum building height that is no higher than that of the existing one (1)-story building.
5. To provide at the time of permitting a carpool and traffic circulation and queuing plan, demonstrating that all stacking shall be provided onsite and no traffic shall back up onto High Point Road, as well as information regarding the need to install a deceleration lane and/or right turn lane in accordance with the Technical Manual.

SECTION 2. That the property shall be developed in compliance with the conditions of approval, as attached to this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

SECTION 3. That all Ordinances or part of Ordinances in conflict with the terms of this Ordinance are hereby repealed; and

SECTION 4. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

APPROVED AND ADOPTED this the 19th day of January, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

Mayor and City Council

January 19, 2021



SANDY SPRINGS™
GEORGIA

U20-0002

4945 High Point Road

STAFF RECOMMENDATION:
APPROVAL WITH CONDITIONS

PC RECOMMENDATION (11/18/2020):
APPROVAL WITH STAFF'S RECOMMENDED CONDITIONS

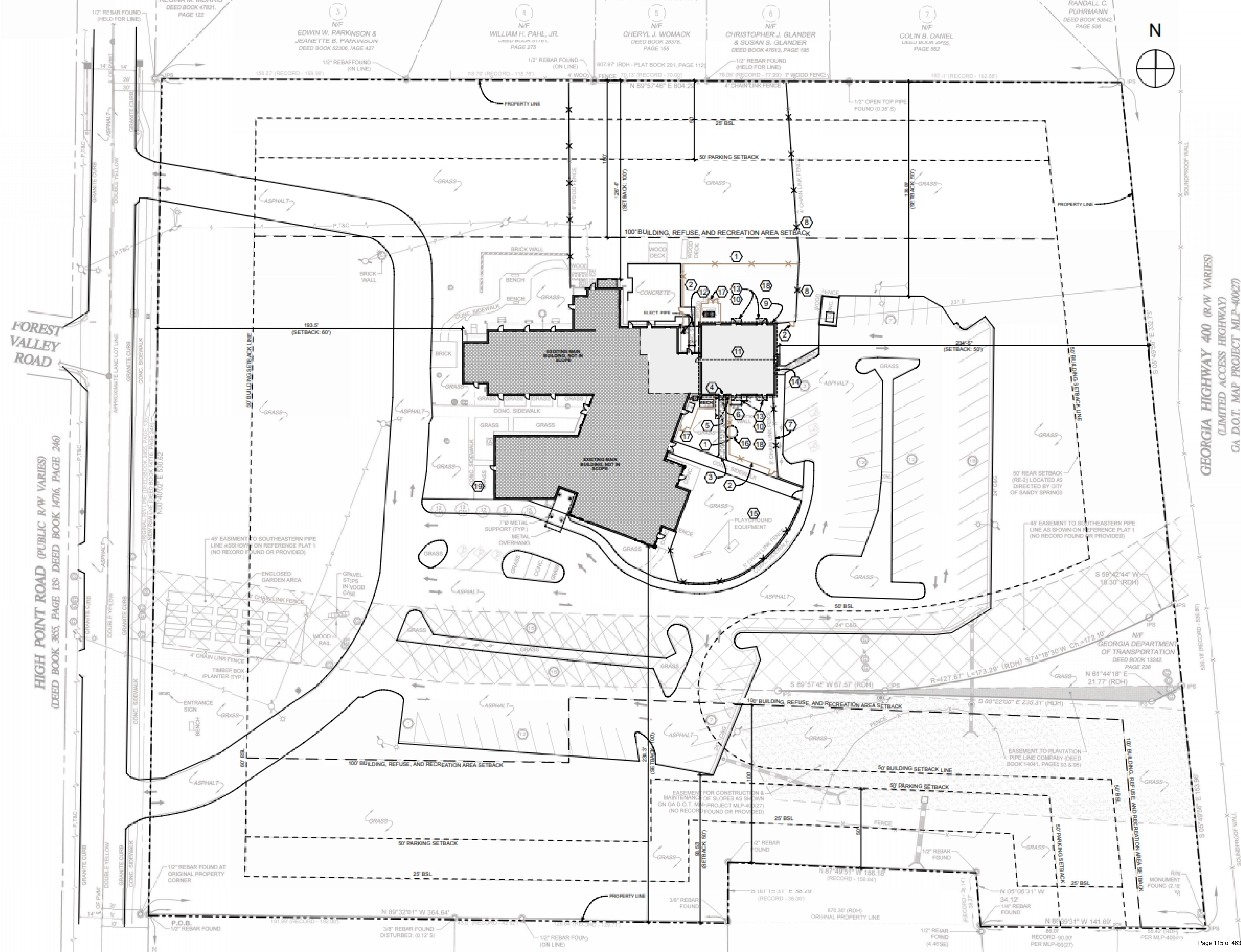
Request

- Request for a **Conditional Use Permit** for a private school and day care use, both of which would be accessory to and associated with an existing place of worship that predates the Sandy Springs Development Code.

Summary, Background, & Proposal

- The Church of the Atonement, Inc. (High Point Episcopal Community Church (HPECC)) is existing; since early 1960s, worship, educational, and community activities onsite
- HPECC is no longer financially able to sustain property, so Episcopal Diocese of Atlanta looked for new user
- St. Martin's Episcopal School (SMES) is private school ministry of Episcopal Church; its current campus is 7 acres in Brookhaven, serving approx. 600 enrolled children
- Proposal is to:
 - Maintain property essentially as is, with some ext. mechanical and maintenance and int. changes to existing 1-story building, including lobby, 5 classrooms, and offices
 - Relocate early children program to property, place office workers onsite, host school activities, and allow for continued community and worship use
 - Have 60 enrolled children ages 8-wks.-5-yrs. old and 15 office workers

Site Plan



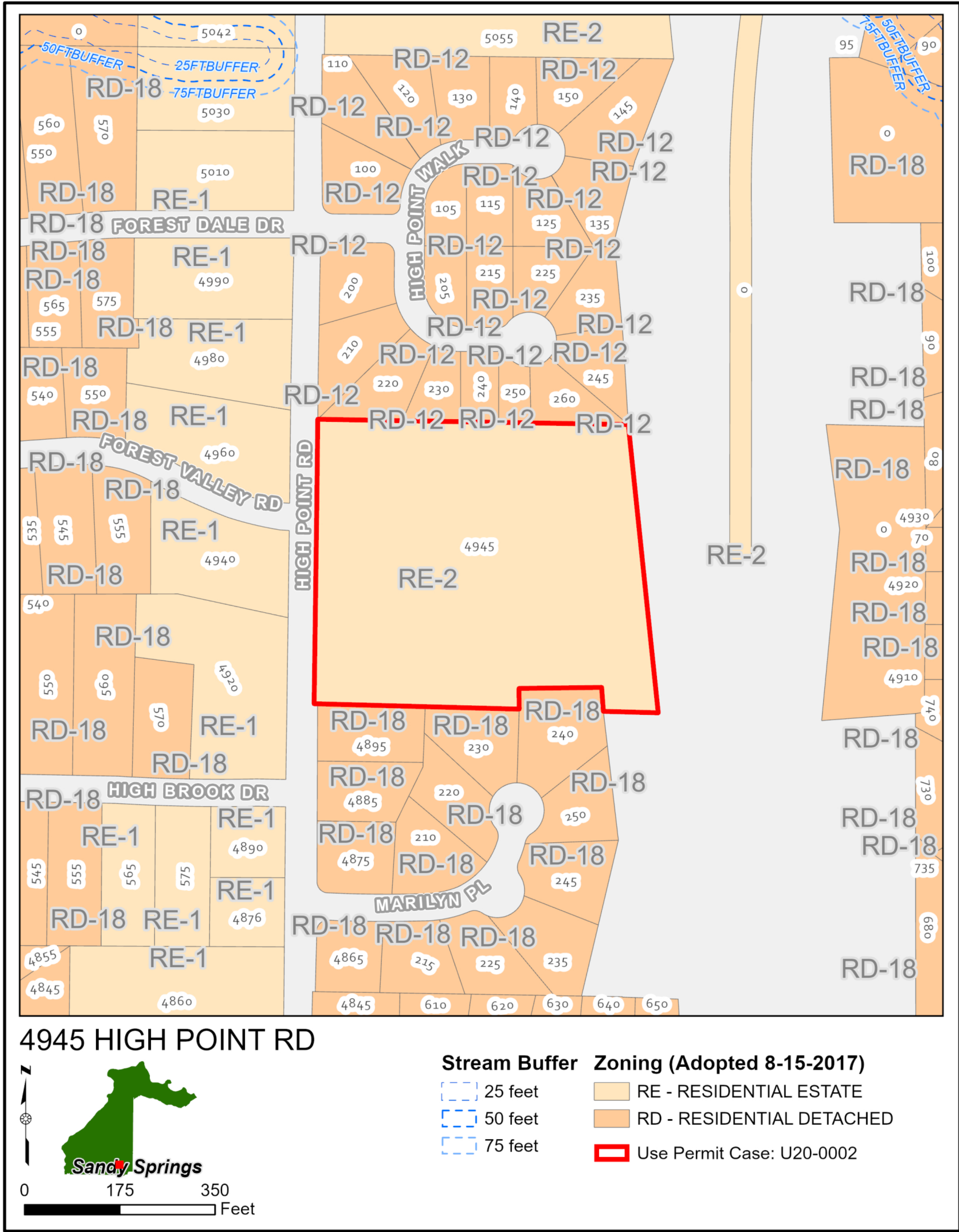
Existing Conditions



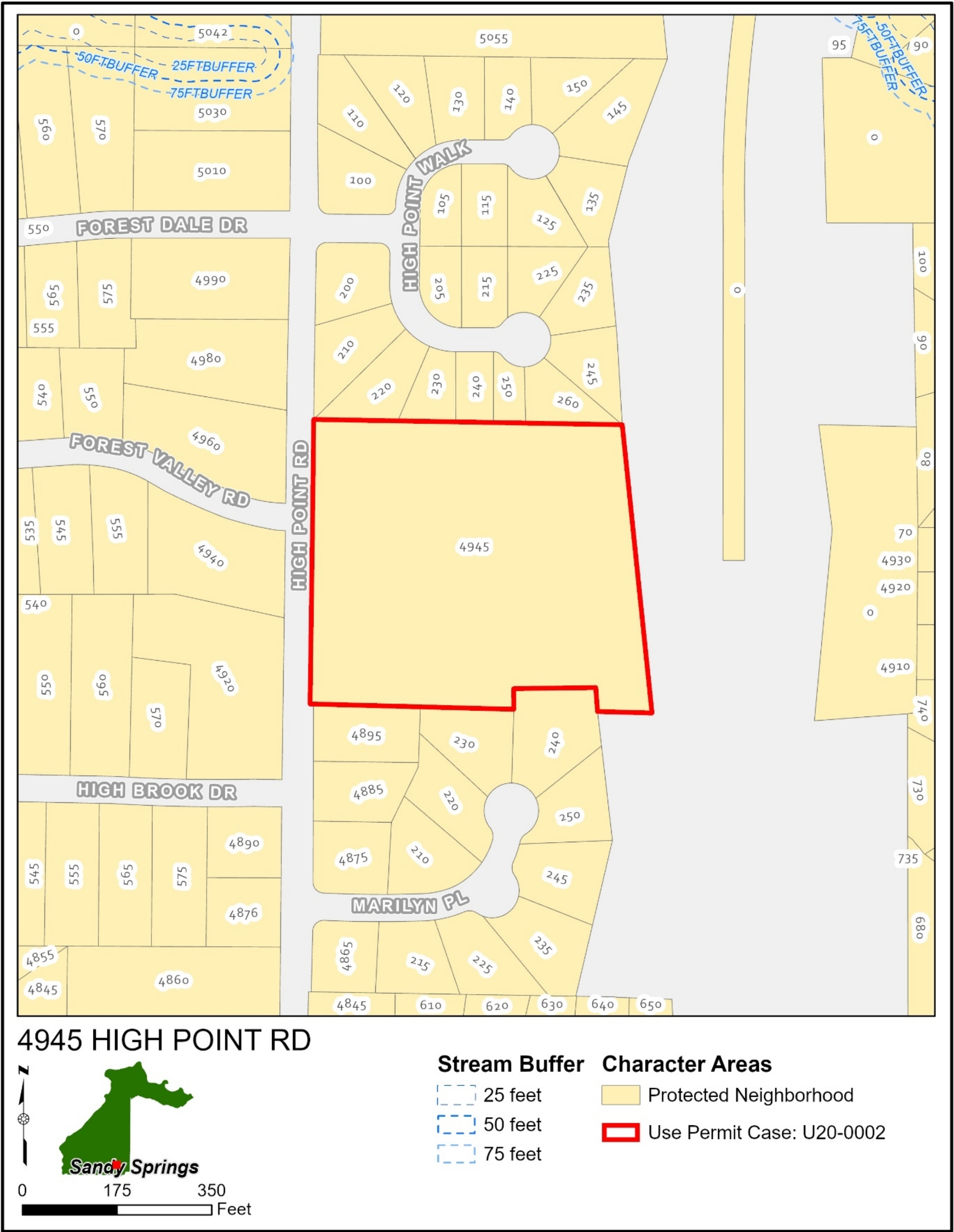
Aerial Image



Zoning Map



Character Area Map



Conditional Use Permit and School, Private (K-12)

Use Standard Considerations

- No buildings, refuse areas, or outdoor rec. areas proposed within 100' of Protected Neighborhood (PN)
- No parking areas proposed within 50' of PN
- 2 curb cut access points on High Point Road (collector); drop-off in 1-way direction, with vehicles re-entering street in forward manner
- Max proposed lot coverage is 26.66% of site
- SMES plans to make int. changes to existing 1-story building
- Applicant shall provide info regarding need to install deceleration and/or right turn lane at permitting

Recommendation

- PC recommended **Approval with Staff's recommended Conditions .**
 - Staff recommends **Approval with Conditions of Conditional Use Permit U20-0002.**
1. To the *drawing* shown on the " *Site Plan* ," prepared by Collins Cooper Carusi Architects, dated October 2, 2020, received October 5, 2020. Only the existing building shall be utilized for the St. Martin's Episcopal School (SMES); the Applicant must go through the City of Sandy Springs Conditional Use Permit process again, should plans change .
 2. To a maximum of 60 enrolled children ages eight (8)-weeks old to five (5)-years old and 15 staff. At any point, the City may request enrollment verification, which SMES shall provide promptly.
 3. To a maximum lot coverage of 28% of the total site.
 4. To a maximum building height that is no higher than that of the existing one (1)-story building.
 5. To provide at the time of permitting a carpool and traffic circulation and queuing plan, demonstrating that all stacking shall be provided onsite and no traffic shall back up onto High Point Road, as well as information regarding the need to install a deceleration lane and/or right turn lane in accordance with the Technical Manual.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: January 6, 2021 Submission for the January 19, 2021 Meeting

ITEM: ABL_72824 - Approval of Alcoholic Beverage License Application for Sonesta International Hotels Corporation DBA Sonesta Atlanta Northwest 6345 Powers Ferry Road NW, Sandy Springs, GA 30339. Applicant is Richard Palmisano on behalf of Sonesta International Hotels Corporation for Consumption on the premises of Wine, Malt Beverages, and Distilled Spirits.

Recommendation:

Approve the application for Consumption of Wine, Malt Beverages, and Distilled Spirits for Sonesta International Hotels Corporation DBA Sonesta Atlanta Northwest 6345 Powers Ferry Road NW, Sandy Springs, GA 30339.

Background:

Applicant submitted a completed application on November 09, 2020. Applicant has passed the background investigation.

Discussion:

This is a change of ownership for Consumption of Wine, Malt Beverages, and Distilled Spirits. Business is located between New Northside Dr. and Northside Dr. NW.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue - \$3,125.00

Alternatives:

None

Attachments:

1. final hearing letter- Sonesta Atlanta Northwest
2. Public Hearing Letter - Sonesta Atlanta Northwest



To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: January 6, 2021 for Submission onto the January 19, 2021 City Council Meeting

Agenda Item: 72824 - Approval of Alcoholic Beverage License Application for Sonesta International Hotels Corporation DBA Sonesta Atlanta Northwest 6345 Powers Ferry Road NW, Sandy Springs, GA 30339. Applicant is Richard Palmisano on behalf of Sonesta International Hotels Corporation for Consumption on the premises of Wine, Malt Beverages, and Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application for Consumption of Wine, Malt Beverages, and Distilled Spirits for Sonesta International Hotels Corporation DBA Sonesta Atlanta Northwest 6345 Powers Ferry Road NW, Sandy Springs, GA 30339.

Background:

Applicant submitted a completed application on November 09, 2020. Applicant has passed the background investigation.

Discussion:

This is a change of ownership for Consumption of Wine, Malt Beverages, and Distilled Spirits. Business is located between New Northside Dr. and Northside Dr. NW.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$3,125.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
21-72824**

PLACE: City of Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

DATE & TIME: January 19, 2021
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption
Wine, Malt Beverage & Distilled Spirits.

APPLICANT: Sonesta International Hotels Corporation
DBA Sonesta Atlanta Northwest
6345 Powers Ferry Road NW
Sandy Springs GA 30339



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: January 7, 2021 Submission for the January 19, 2021 Meeting

ITEM: ABL_72750 - Approval of Alcoholic Beverage License Application for HKB Hotel Group, LLC DBA Comfort Inn Sandy Springs 5793 Roswell Road, Sandy Springs, GA 30328. Applicant is Prem Patel for Retail/Package, Wine and Malt Beverages.

Recommendation:

Approve the application for Retail/Package of Wine and Malt Beverages for HKB Hotel Group, LLC DBA Comfort Inn Sandy Springs at 5793 Roswell Road, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on November 2, 2020. Applicant has passed the background investigation.

Discussion:

This is a new application for Retail/Package Wine and Malt Beverages. Business is located between Carpenter Dr and I285.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue - \$2,200.00

Alternatives:

None

Attachments:

1. final hearing letter- Comfort Inn Sandy Springs
2. Public Hearing Letter - Comfort Inn Sandy Springs



To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: January 7, 2021 for Submission onto the January 19, 2021 City Council Meeting

Agenda Item: 72750 - Approval of Alcoholic Beverage License Application for HKB Hotel Group, LLC DBA Comfort Inn Sandy Springs 5793 Roswell Road, Sandy Springs, GA 30328. Applicant is Prem Patel for Retail/Package, Wine and Malt Beverages.

CMO (City Manager's Office) Recommendation:

Approve the application for Retail/Package of Wine and Malt Beverages for HKB Hotel Group, LLC DBA Comfort Inn Sandy Springs at 5793 Roswell Road, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on November 2, 2020. Applicant has passed the background investigation.

Discussion:

This is a new application for Retail/Package Wine and Malt Beverages. Business is located between Carpenter Dr and I285.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$2,200.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
21-72750**

PLACE: City of Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

DATE & TIME: January 19, 2021
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Retail/Package
Wine and Malt Beverage.

APPLICANT: HKB Hotel Group, LLC
DBA Comfort Inn Sandy Springs
5793 Roswell Road
Sandy Springs GA 30328



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: January 7, 2021 Submission for the January 19, 2021 Meeting

ITEM: ABL_73158 - Approval of Alcoholic Beverage License Application for Anjana I Inc. DBA Biryani Place 6115 Peachtree Dunwoody Road Unit 130, Sandy Springs, GA 30328. Applicant is Venu Danda for Consumption on the premises of Wine, Malt Beverages, and Distilled Spirits.

Recommendation:

Approve the application for Consumption of Wine, Malt Beverages, and Distilled Spirits for Anjana I Inc. DBA Biryani Place 6115 Peachtree Dunwoody Road Unit 130, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on December 07, 2020. Applicant has passed the background investigation.

Discussion:

This is a New Application for Consumption of Wine, Malt Beverages, and Distilled Spirits. Business is located between Dunwoody Chase and Hammond Drive.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue - \$6,700.00

Alternatives:

None

Attachments:

1. final hearing letter- Biryani Place
2. Public Hearing Letter - Biryani Place



To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: January 6, 2021 for Submission onto the January 19, 2021 City Council Meeting

Agenda Item: 73158 - Approval of Alcoholic Beverage License Application for Anjana I Inc. DBA Biryani Place 6115 Peachtree Dunwoody Road Unit 130, Sandy Springs, GA 30328. Applicant is Venu Danda for Consumption on the premises of Wine, Malt Beverages, and Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application for Consumption of Wine, Malt Beverages, and Distilled Spirits for Anjana I Inc. DBA Biryani Place 6115 Peachtree Dunwoody Road Unit 130, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on December 07, 2020. Applicant has passed the background investigation.

Discussion:

This is a New Application for Consumption of Wine, Malt Beverages, and Distilled Spirits. Business is located between Dunwoody Chase and Hammond Drive.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$6,700.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
21-73158**

PLACE: City of Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

DATE & TIME: January 19, 2021
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption
Wine, Malt Beverage & Distilled Spirits.

APPLICANT: Anjana I Inc.
DBA Briyani Place
6115 Peachtree Dunwoody Rd Unit 130
Sandy Springs GA 30328



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: January 7, 2021 Submission for the January 19, 2021 Meeting

ITEM: ABL_73178 - Approval of Alcoholic Beverage License Application for TGM Sandy Springs, LLC DBA The General Muir 6405 Blue Stone Road Ste 240 Sandy Springs, GA 30328. Applicant is Jennifer White Johnson for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits.

Recommendation:

Approve the application for Consumption of Wine, Malt Beverages, and Distilled Spirits for TGM Sandy Springs, LLC DBA The General Muir 6405 Blue Stone Road Ste 240 Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on December 08, 2020. Applicant has passed the background investigation.

Discussion:

This is a New Application for Consumption of Wine, Malt Beverages, and Distilled Spirits. Business is located between Galambos Way and Johnson Ferry Road.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue - \$6,825.00

Alternatives:

None

Attachments:

1. final hearing letter- The General Muir
2. Public Hearing Letter - The General Muir



To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: January 7, 2021 for Submission onto the January 19, 2021 City Council Meeting

Agenda Item: 73178 - Approval of Alcoholic Beverage License Application for TGM Sandy Springs, LLC DBA The General Muir 6405 Blue Stone Road Ste 240 Sandy Springs, GA 30328. Applicant is Jennifer White Johnson for Consumption on the premises of Wine, Malt Beverages, and Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application for Consumption of Wine, Malt Beverages, and Distilled Spirits for TGM Sandy Springs, LLC DBA The General Muir 6405 Blue Stone Road Ste 240 Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on December 08, 2020. Applicant has passed the background investigation.

Discussion:

This is a New Application for Consumption of Wine, Malt Beverages, and Distilled Spirits. Business is located between Galambos Way and Johnson Ferry Road.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$6,825.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
21-73178**

PLACE: City of Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

DATE & TIME: January 19, 2021
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption
Wine, Malt Beverage & Distilled Spirits.

APPLICANT: TGM Sandy Springs, LLC
DBA The General Muir
6405 Blue Stone Road Ste 240
Sandy Springs GA 30328



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: January 7, 2021 Submission for the January 19, 2021 Meeting

ITEM: ABL_73003 - Approval of Alcoholic Beverage License Application for Lidl US Operations, LLC DBA Lidl at 6337 Roswell Road Sandy Springs, GA 30328. Applicant is Mr. Richard McLeod, Manager on behalf of Lidl US Operations, LLC for Package Wine and Malt Beverages, and Wine Tasting.

Recommendation:

Approve the application for Package Wine and Malt Beverages for Lidl US Operations, LLC DBA Lidl at 6337 Roswell Road Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on November 19, 2020. Applicant has passed the background investigation.

Discussion:

This is a New Application for Package Wine and Malt Beverages. Business is located between Vernon Woods Dr NE and Mt. Vernon Hwy.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue - \$2,350.00

Alternatives:

None

Attachments:

1. Public Hearing Letter - Lidl
2. final hearing letter- Lidl



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
21-73003**

PLACE: City of Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

DATE & TIME: January 19, 2021
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Package
Wine and Malt Beverage

APPLICANT: Lidl US Operations, LLC
DBA Lidl
6337 Roswell Road
Sandy Springs GA 30328



To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: January 7, 2021 for Submission onto the January 19, 2021 City Council Meeting

Agenda Item: 73003 - Approval of Alcoholic Beverage License Application for Lidl US Operations, LLC DBA Lidl at 6337 Roswell Road Sandy Springs, GA 30328. Applicant is Mr. Richard McLeod, Manager on behalf of Lidl US Operations, LLC for Package Wine and Malt Beverages, and Wine Tasting.

CMO (City Manager's Office) Recommendation:

Approve the application for Package Wine and Malt Beverages for Lidl US Operations, LLC DBA Lidl at 6337 Roswell Road Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on November 19, 2020. Applicant has passed the background investigation.

Discussion:

This is a New Application for Package Wine and Malt Beverages. Business is located between Vernon Woods Dr NE and Mt. Vernon Hwy.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$2,350.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: William H. Martin, Jr., AIA, Public Works Director

DATE: December 3, 2020 Submission for the January 19, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for the Purchase of a Permanent Drainage Easement and Temporary Construction Easement on Property Located in Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia for the Peachtree Dunwoody at Telford Project, T0064

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate for a Permanent Drainage Easement and a Temporary Construction Easement on that tract of land lying and located in Land Lot 15 of the 17th District, Fulton County, Georgia. The property owner is Will Katz located at 500 Telford Place, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 200.07 square feet of Permanent Drainage Easement (PDE) and 2,537.66 square feet of Temporary Construction Easement (TCE) on this property is necessary in order to construct the Peachtree Dunwoody at Telford Road Improvement Project. The property owner has negotiated with the City for the necessary land interests required to construct the proposed project.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owner. The ownership of this property changed in the middle of negotiations. The offer package was mailed to Victor Bateh, the previous owner, in August and the new owner, Will Katz purchased the residence on September 22, 2020. Once the sale was completed, staff met with Mr. Katz on site and design revisions were made based on the meeting. The revisions protected a number of mature trees, reduced the Temporary Easement area and added a permanent drainage easement to the offer package. Mr. Katz is agreeable to these changes and has negotiated a reasonable settlement for the land interests required for the project.

Financial Impact:

The City's offer to the new owner totaled \$13,700 for the two land interests, a Permanent and Temporary Construction Easement with Fair Market Value appraised at \$22.54 per square foot (PDE: 200.07 SF X \$22.54/SF X 50% = \$2,254.79 + TCE: 2,537.66 SF X \$22.54/SF X 20% = \$11,439.77 = \$13,700.00 Rounded). The property owner is requesting an additional \$1,300 above the City's offer amount based on the increase of land values in his area. The additional compensation amount is within the range of value of the City's appraisal, therefore, staff believes this is reasonable and recommends acceptance and approval.

Alternatives:

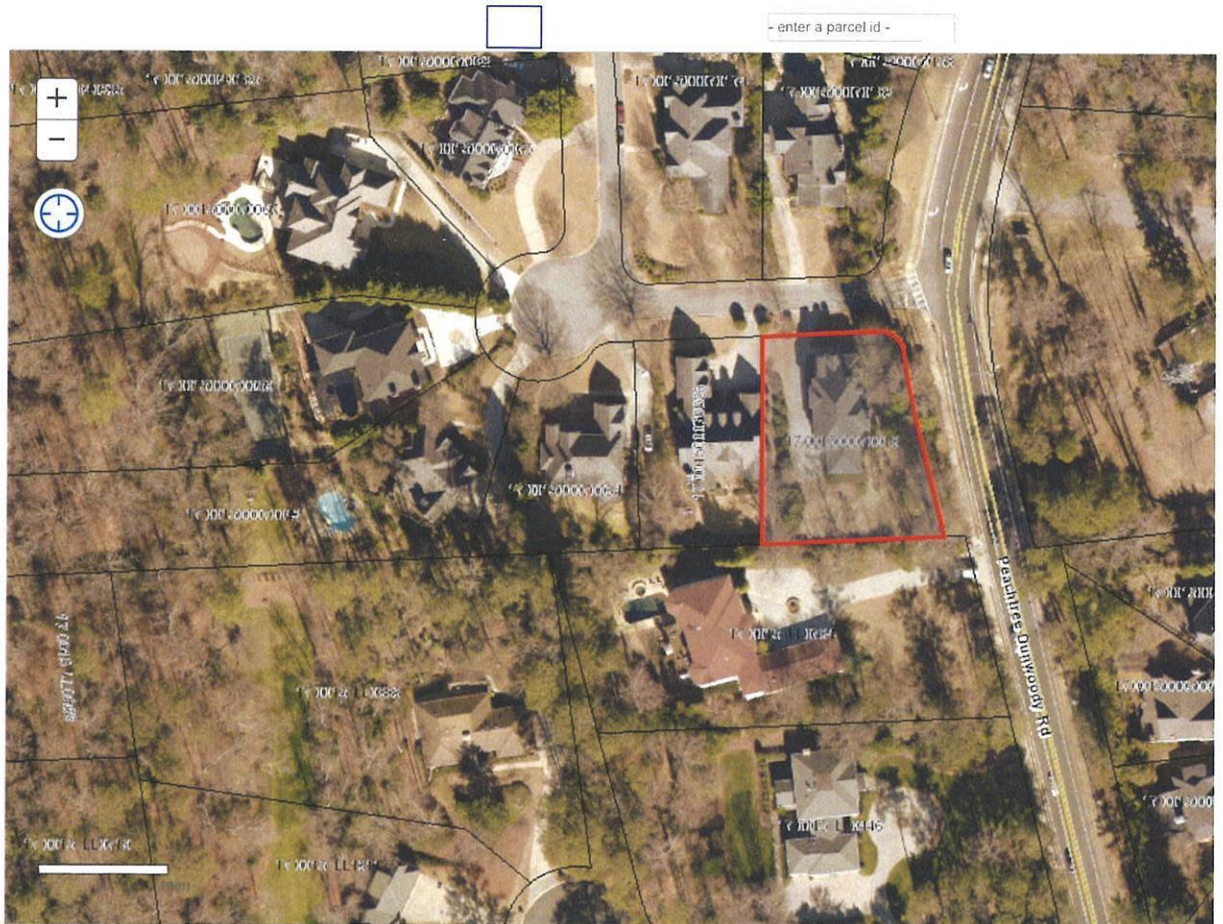
N/A

Attachments:

1. Aerial Map and Property Profile
2. Executed Real Estate Agreement with Exhibits
3. Resolution

- Profile
- Sales
- Residential
- Commercial
- Permits
- OBV
- Values
- Values History
- Land
- Agricultural
- Sketch
- Pictometry Imagery
- Map
- Appeals
- Appeals History
- Personal Property
- PP Value History
- Tax Information

PARID: 17 001500070018
BATEH VICTOR J



PARID: 17 001500070018
BATEH VICTOR J

500 TELFORD PL

Parcel

Parcel ID:	17 001500070018
Property Location:	500 TELFORD PL
Unit:	
City:	SANDY SPRINGS
Neighborhood:	17741
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	.4817
Zoning:	R3A-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	2-ABOVE STREET/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/8-ALL UNDERGROUND/-

Legal

Tax District	59
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Owners

Owners:	BATEH VICTOR J
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Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
BATEH VICTOR J 500 TELFORD PL NE SANDY SPRINGS GA 30342		

Sales

Sale Date:	Sale Price:
05-MAY-05	\$728,000
29-AUG-00	\$0
29-AUG-00	\$0
06-MAR-96	\$542,608

Sale Details

1 of 4

Grantor:	SERINA MARGARET B
Grantee:	BATEH VICTOR J
Sales Date:	05-MAY-05
Sale Price Sale Validity:	9 : Unvalidated/Deed Stamps
Sale Source:	U : UNVERIFIED
Sales Type:	2 : LAND & BUILDING
Sale Flag:	
Deed Book:	40004

Deed Page: 00480
Deed Type:

Residential

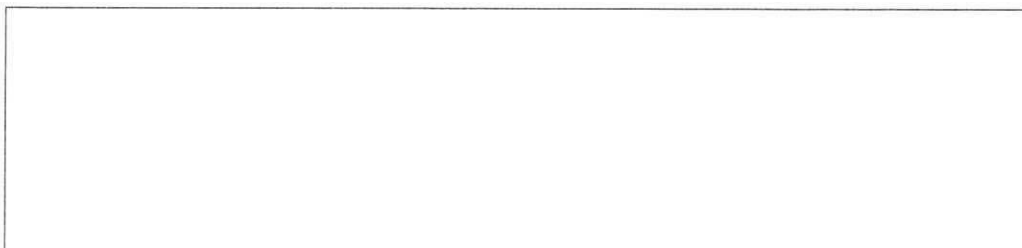
Card: 1
Stories: 2
Year Built: 1996
Effective Year Built:
Remodeled Year:
Living Area: 4,249
Total Living Area: 4,249
Total Rooms: 9
Bedrooms: 4
Family Rooms: 1
Attic: 1-NONE
Basement LA: 1783
Basement Rec Area:
Full Baths: 5
Half Baths: 1
Additional Fixtures: 5
Total Fixtures: 22
Pre Fab Fireplace: 3
Masonry Fireplaces:
Grade: A+
CDU: EX
% Complete

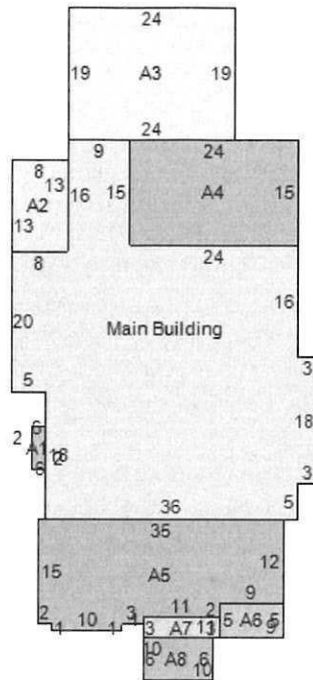
Additions

Addition Number:	Description:	Area
0	---	1,690
1	--FROVR FRAME OVERHANG-	12
2	-OFP OPEN FRAME PORCH--	104
3	-FR GR FRAME GARAGE--	456
4	-FR GR FRAME GARAGE-IS FR ONE STORY FRAME-	360
5	UNFIN BSMT BASEMENT UNFINISHED-1SMAS MASONRY--	497
6	-OFP OPEN FRAME PORCH--	45
7	-WDDCK WOOD DECKS--	33
8	-STOOP STOOP--	60

Land

Line Number: 1
Land Type: S - SQUARE FOOT
Land Code: 1
Square Feet: 20,985
Acres: .4817





Item	Area
Main Building	1690
A1 - 16:FROVR FRAME OVERHANG	12
A2 - 11:OFP OPEN FRAME PORCH	104
A3 - 13:FR GR FRAME GARAGE	456
A4 - 13/10:FR GR FRAME GARAGE/1S FR ONE STORY FRAME	360
A5 - 50/20:UNFIN BSMT BASEMENT UNFINISHED/1SMAS MASONRY	497
A6 - 11:OFP OPEN FRAME PORCH	45
A7 - 31:WDDCK WOOD DECKS	33
A8 - 35:STOOP STOOP	60

AGREEMENT TO PURCHASE REAL ESTATE

PROJECT: Peachtree Dunwoody Road @ Telford Place
OWNER: Will Katz
TAX ID#: 17-0015-0007-001-8

PROJECT #: T-0064
PARCEL #: 3

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 15 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the offer of settlement sum of \$ 15,000.00, the undersigned agrees to execute and deliver to the City of Sandy Springs, easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and "B".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

<u>200.07</u>	Square Feet of Permanent Drainage Easement
<u>2,537.66</u>	Square Feet of Temporary Construction Easement
<u>N/A</u>	Temporary Driveway Easement

- 3) All Temporary Easements will terminate upon (2) years from the date of the conveyance of these easements or by the completion and acceptance of said project by the City of Sandy Springs Department of Public Works; whichever shall occur first.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 29th day of December, 2020.

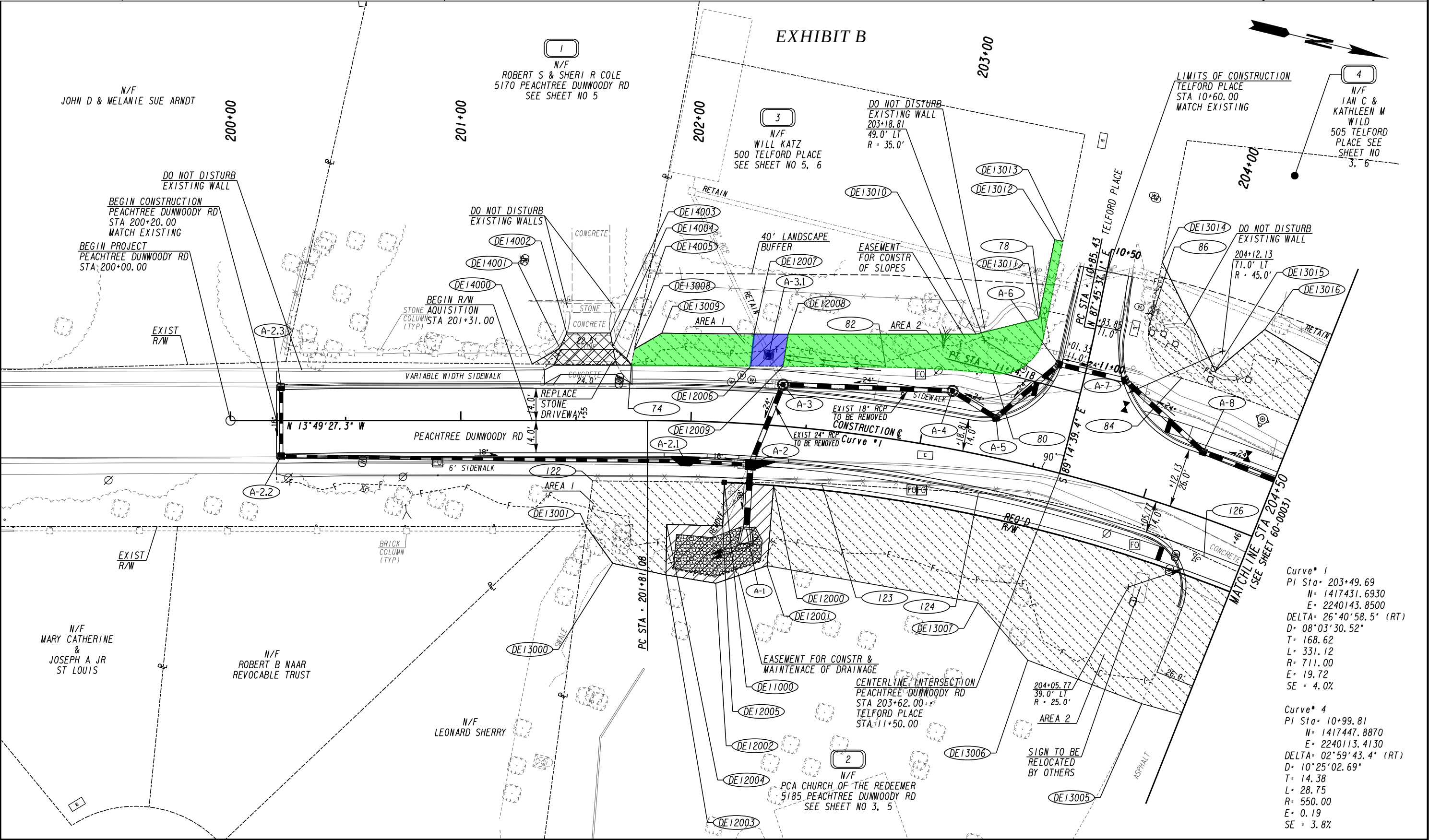
Signed, Sealed and Delivered in
the Presence of:

Witness

Notary Public

WILL KATZ

SARMINE DESRAMEAUX
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Aug 25, 2023



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

-----E-----

---C---F---

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET

0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: T0064

COUNTY: FULTON

LAND LOT NO: 15

LAND DISTRICT: 17

GMD: 1100

DATE 06-26-20 SH 2 OF 9

DRAWING No.

60-0002

1

N/F
ROBERT S & SHERI R COLE
5170 PEACHTREE DUNWOODY RD

PARCEL 1 / SV10
REQ'D EASM'T FOR THE CONSTR OF DRIVES DE400
SEE SHEET 2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE14000	24.57 L	201+31.00	PEACHTREE DUNWOODY RD
DE14001	31.50 L	201+43.00	PEACHTREE DUNWOODY RD
DE14002	38.00 L	201+46.00	PEACHTREE DUNWOODY RD
DE14003	38.00 L	201+65.00	PEACHTREE DUNWOODY RD
DE14004	32.00 L	201+66.00	PEACHTREE DUNWOODY RD
DE14005	27.00 L	201+72.00	PEACHTREE DUNWOODY RD
74	24.17 L	201+74.10	PEACHTREE DUNWOODY RD
DE14000	24.57 L	201+31.00	PEACHTREE DUNWOODY RD
REQD EASMT AREA = 378.11 SF			
REQD EASMT AREA = 0.009 ACRES			

2

N/F
PCA CHURCH OF THE REDEEMER
5185 PEACHTREE DUNWOODY RD

PARCEL 2 / SV25
REQ'D R/W DE100
SEE SHEET 2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD
	42.30	N 13°11'30.6" W	
123	23.11 R	202+59.41	PEACHTREE DUNWOODY RD
	68.26	N 10°20'22.7" W	
124	16.39 R	203+29.30	PEACHTREE DUNWOODY RD
ARC LENGTH = 102.52			
CHORD BEAR = N 1°53'50.7" E			
LNTH CHORD = 101.74			
RADIUS = 240.00			
DEGREE = 23°52'22.7"			
126	15.64 R	204+33.48	PEACHTREE DUNWOODY RD
	42.62	N 10°52'16.1" E	
626	17.57 R	204+77.08	PEACHTREE DUNWOODY RD
	8.55	S 89°22'30.6" E	
DE11001	26.00 R	204+78.52	PEACHTREE DUNWOODY RD
ARC LENGTH = 253.22			
CHORD BEAR = S 0°26'40.4" E			
LNTH CHORD = 251.78			
RADIUS = 685.00			
DEGREE = 8°21'51.7"			
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD
REQD R/W = 2084.28 SF			
REQD R/W = 0.048 ACRES			
REMAINDER = 5.202 ACRES			

2

N/F
PCA CHURCH OF THE REDEEMER
5185 PEACHTREE DUNWOODY RD

PARCEL 2 / SV25
REQ'D EASM'T FOR THE CONSTR & MAINT OF DRAINAGE DE200
SEE SHEET 2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD
ARC LENGTH = 21.49			
CHORD BEAR = N 10°08'09.1" W			
LNTH CHORD = 21.49			
RADIUS = 685.00			
DEGREE = 8°21'51.7"			
DE12000	26.00 R	202+38.00	PEACHTREE DUNWOODY RD
	35.00	N 80°45'46.7" E	
DE12001	61.00 R	202+38.00	PEACHTREE DUNWOODY RD
	23.57	S 32°38'43.0" E	
DE12002	70.00 R	202+14.00	PEACHTREE DUNWOODY RD
	21.89	S 4°15'47.7" E	
DE12003	67.00 R	201+90.00	PEACHTREE DUNWOODY RD
	22.00	S 76°53'41.7" W	
DE12004	45.00 R	201+90.00	PEACHTREE DUNWOODY RD
	24.35	N 12°03'27.0" W	
DE12005	45.00 R	202+16.00	PEACHTREE DUNWOODY RD
	19.00	S 78°05'47.4" W	
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD
REQD EASMT AREA = 1373.93 SF			
REQD EASMT AREA = 0.032 ACRES			

2

N/F
PCA CHURCH OF THE REDEEMER
5185 PEACHTREE DUNWOODY RD

PARCEL 2 / SV25
REQ'D EASM'T FOR THE CONSTR OF SLOPES AREA 1 DE300
SEE SHEET 2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
122	26.18 R	201+57.29	PEACHTREE DUNWOODY RD
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD
DE12005	45.00 R	202+16.00	PEACHTREE DUNWOODY RD
DE12004	45.00 R	201+90.00	PEACHTREE DUNWOODY RD
DE12003	67.00 R	201+90.00	PEACHTREE DUNWOODY RD
DE13000	62.00 R	201+66.00	PEACHTREE DUNWOODY RD
DE13001	46.11 R	201+54.60	PEACHTREE DUNWOODY RD
122	26.18 R	201+57.29	PEACHTREE DUNWOODY RD
REQD EASMT AREA = 1644.09 SF			
REQD EASMT AREA = 0.038 ACRES			

2

N/F
PCA CHURCH OF THE REDEEMER
5185 PEACHTREE DUNWOODY RD

PARCEL 2 / SV25
REQ'D EASM'T FOR THE CONSTR OF SLOPES AREA 2 DE301
SEE SHEET 2 & 3

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12000	26.00 R	202+38.00	PEACHTREE DUNWOODY RD
ARC LENGTH = 231.73			
CHORD BEAR = N 0°27'15.4" E			
LNTH CHORD = 230.63			
RADIUS = 685.00			
DEGREE = 8°21'51.7"			
DE11001	26.00 R	204+78.52	PEACHTREE DUNWOODY RD
DE13002	41.00 R	204+81.20	PEACHTREE DUNWOODY RD
DE13003	44.00 R	204+75.00	PEACHTREE DUNWOODY RD
DE13004	81.00 R	204+72.00	PEACHTREE DUNWOODY RD
DE13005	85.00 R	204+30.00	PEACHTREE DUNWOODY RD
DE13006	82.00 R	203+70.00	PEACHTREE DUNWOODY RD
DE13007	63.00 R	203+40.00	PEACHTREE DUNWOODY RD
DE12001	61.00 R	202+38.00	PEACHTREE DUNWOODY RD
DE12000	26.00 R	202+38.00	PEACHTREE DUNWOODY RD
REQD EASMT AREA = 10454.15 SF			
REQD EASMT AREA = 0.240 ACRES			

3

N/F
WILL KATZ
500 TELFORD PLACE

PARCEL 3 / SV11
REQ'D EASM'T FOR THE CONSTR & MAINT OF DRAINAGE DE201
SEE SHEET 2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12006	25.10 L	202+24.50	PEACHTREE DUNWOODY RD
	13.91	S 81°50'52.6" W	
DE12007	39.00 L	202+25.00	PEACHTREE DUNWOODY RD
	14.81	N 13°35'30.0" W	
DE12008	40.00 L	202+39.00	PEACHTREE DUNWOODY RD
	14.07	N 85°04'05.4" E	
DE12009	25.97 L	202+38.00	PEACHTREE DUNWOODY RD
	14.01	S 13°20'20.5" E	
DE12006	25.10 L	202+24.50	PEACHTREE DUNWOODY RD
REQD EASMT AREA = 200.07 SF			
REQD EASMT AREA = 0.005 ACRES			

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E-----	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	DATE	REVISIONS	CITY OF SANDY SPRINGS RIGHT OF WAY MAP PROJECT NO: T0064 COUNTY: FULTON LAND LOT NO: 15 LAND DISTRICT: 17 GMD: 1100 DATE 06-26-20 SH 5 OF 9
	-----	END LIMIT OF ACCESS.....ELA					
	---C---F---	LIMIT OF ACCESS					
		REQ'D R/W & LIMIT OF ACCESS					
							
							DRAWING No. 60-0005
							

3

N/F
WILL KATZ
500 TELFORD PLACE

PARCEL 3 / SV11				
REQ'D EASM'T FOR THE CONSTR OF SLOPES AREA 1 DE302				
SEE SHEET 2				
PNT	OFFSET/		STATION/	ALIGNMENT
74	24.17	L	201+74.10	PEACHTREE DUNWOODY RD
DE13008	31.00	L	201+75.42	PEACHTREE DUNWOODY RD
DE13009	38.00	L	201+87.00	PEACHTREE DUNWOODY RD
DE12007	39.00	L	202+25.00	PEACHTREE DUNWOODY RD
DE12006	25.10	L	202+24.50	PEACHTREE DUNWOODY RD
74	24.17	L	201+74.10	PEACHTREE DUNWOODY RD
REQD EASMT AREA *		674.88	SF	
REQD EASMT AREA *		0.015	ACRES	

3

N/F
WILL KATZ
500 TELFORD PLACE

PARCEL 3 / SV11				
REQ'D EASM'T FOR THE CONSTR OF SLOPES AREA 2 DE303				
SEE SHEET 2				
PNT	OFFSET/		STATION/	ALIGNMENT
DE12009	25.97	L	202+38.00	PEACHTREE DUNWOODY RD
DE12008	40.00	L	202+39.00	PEACHTREE DUNWOODY RD
DE13010	51.00	L	203+15.00	PEACHTREE DUNWOODY RD
DE13011	25.00	R	10+86.00	TELFORD PLACE
DE13012	25.00	R	10+51.00	TELFORD PLACE
DE13013	21.37	R	10+51.00	TELFORD PLACE
78	21.26	R	10+93.67	TELFORD PLACE
ARC LENGTH = 29.63				
CHORD BEAR = S 49°51'19.9° E				
LNTH CHORD = 27.00				
RADIUS = 20.00				
DEGREE = 286°28'46.9°				
80	35.68	L	203+25.07	PEACHTREE DUNWOODY RD
ARC LENGTH = 46.79				
CHORD BEAR = S 10°22'34.2° E				
LNTH CHORD = 46.77				
RADIUS = 451.61				
DEGREE = 12°41'12.8°				
82	30.49	L	202+80.65	PEACHTREE DUNWOODY RD
DE12009	25.97	L	202+38.00	PEACHTREE DUNWOODY RD
REQD EASMT AREA = 1862.78 SF				
REQD EASMT AREA = 0.043 ACRES				

4

N/F
IAN C & KATHLEEN M WILD
505 TELFORD PLACE

PARCEL 4 / SV13 REQ'D EASM'T FOR THE CONSTR OF SLOPES DE304 SEE SHEET 2 & 3				
PNT	OFFSET/	STATION/	ALIGNMENT	
86	22.67 L	10+78.95	TELFORD PLACE	
DE13014	22.64 L	10+51.00	TELFORD PLACE	
DE13015	62.00 L	204+12.00	PEACHTREE DUNWOODY RD	
DE13016	86.00 L	204+25.00	PEACHTREE DUNWOODY RD	
DE13017	74.00 L	204+96.00	PEACHTREE DUNWOODY RD	
DE13018	77.00 L	205+04.00	PEACHTREE DUNWOODY RD	
DE13019	53.00 L	205+15.00	PEACHTREE DUNWOODY RD	
DE13020	51.00 L	205+34.90	PEACHTREE DUNWOODY RD	
275	48.27 L	205+34.90	PEACHTREE DUNWOODY RD	
ARC LENGTH = 143.62				
CHORD BEAR = S 11°29'37.0" W				
LNTH CHORD = 143.05				
RADIUS = 465.91				
DEGREE = 12°17'51.0"				
84	54.38 L	203+99.97	PEACHTREE DUNWOODY RD	
ARC LENGTH = 29.68				
CHORD BEAR = S 45°10'44.3" W				
LNTH CHORD = 27.03				
RADIUS = 20.00				
DEGREE = 286°28'53.0"				
86	22.67 L	10+78.95	TELFORD PLACE	
REQD EASMT AREA = 3470.92 SF				
REQD EASMT AREA = 0.080 ACRES				

5

N/F
5215 PEACHTREE-DUNWOODY VENTURE
5215 PEACHTREE DUNWOODY RD

PARCEL 5 / SV24				
REQ'D R/W DE101				
SEE SHEET 3				
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
626	17.57 R	204+77.08	PEACHTREE DUNWOODY RD	
	142.81	N 14°08'22.8° E		
622	21.61 R	206+20.73	PEACHTREE DUNWOODY RD	
ARC LENGTH = 172.54				
CHORD BEAR = N 8°11'32.1° E				
LNTH CHORD = 172.40				
RADIUS = 1234.73				
DEGREE = 4°38'25.3°				
616	23.78 R	207+88.69	PEACHTREE DUNWOODY RD	
	2.22	S 88°38'51.3° E		
DE11002	26.00 R	207+88.67	PEACHTREE DUNWOODY RD	
ARC LENGTH = 155.00				
CHORD BEAR = S 6°50'01.7° W				
LNTH CHORD = 154.71				
RADIUS = 737.00				
DEGREE = 7°46'27.1°				
DE11003	26.00 R	206+39.14	PEACHTREE DUNWOODY RD	
	126.95	S 12°51'31.2° W		
DE11004	26.00 R	205+12.19	PEACHTREE DUNWOODY RD	
ARC LENGTH = 32.44				
CHORD BEAR = S 11°30'07.7° W				
LNTH CHORD = 32.43				
RADIUS = 685.00				
DEGREE = 8°21'51.7°				
DE11001	26.00 R	204+78.52	PEACHTREE DUNWOODY RD	
	8.55	N 89°20'04.7° W		
621	17.57 R	204+77.08	PEACHTREE DUNWOODY RD	
REQD R/W = 1648.85 SF				
REQD R/W = 0.038 ACRES				
REMAINDER = 5.916 ACRES				

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT
FOR A PERMANENT DRAINAGE AND TEMPORARY CONSTRUCTION
EASEMENT ON PROPERTY LOCATED IN LAND LOT 15 OF THE 17th DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Real Estate Agreement for the acquisition of a Permanent Drainage Easement and Temporary Construction Easement by the City of Sandy Springs for property located at 500 Telford Place owned by Will Katz in Land Lot 15 of the 17th District, Fulton County, City of Sandy Springs, Georgia

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

To facilitate the construction of the Peachtree Dunwoody at Telford Project, the City approves the acceptance of the Real Estate Agreement acquiring a Permanent Drainage Easement and Temporary Construction Easement on property located in Land Lot 15 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 19th day of January, 2021.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: William H. Martin, Jr. , AIA, Public Works Director

DATE: December 14, 2020 Submission for the January 19, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of an Ordinance to Authorize Amending the City of Sandy Springs FY2021 Budget to Authorize a Transfer between Projects and a Resolution to Authorize the Mayor to Execute an Intergovernmental Agreement with Georgia Department of Transportation for the SR400 Express Lane Bridges Enhancements Features for Spalding Drive, Pitts Road, and Roberts Drive

Recommendation:

Staff recommends that the Mayor and City Council approve the Intergovernmental Agreement (IGA) for the State Route (SR) 400 Express Lane (EL) Bridges Enhancements Features for Spalding Drive, Pitts Road, and Roberts Drive and that the City Council authorize the Mayor to execute the IGA between the City of Sandy Springs (City) and the Georgia Department of Transportation (GDOT).

Background:

GDOT will replace the bridges at Spalding Drive, Pitts Road, and Roberts Drive as part of the SR 400 Express Lane Project (PI0001757, ARCID AR-ML-300). The replaced bridges by GDOT would only provide a six-foot sidewalk for pedestrians, and would not include any bicycle facilities or any other aesthetic improvements that represent the City. In response to GDOT's proposal, the City requested GDOT to include bicycle accommodations and additional pedestrian accommodations beyond the proposed six-foot sidewalk. During the June 19, 2020 Mayor and City Council meeting, the Sandy Springs City Council approved the Memorandum of Understanding (MOU) for the SR 400 EL Bridges Enhancements Features for Spalding Drive, Pitts Road, and Roberts Drive and the City Council authorized the Mayor to execute the MOU between the City and GDOT.

Discussion:

The goal of the SR400 EL Bridges Enhancements Features is to include bicycle accommodations and additional pedestrian accommodations now as part of the SR400 EL Project in order to meet the City's future needs, and to avoid retrofitting the new bridges. The roadways that include the three bridges are along the City's Master Trail Network. Without these improvements, there will be major gaps when the Trails are built out. Additionally, the enhancement features include pedestrian lighting and decorative elements, such as aesthetic form liners and decorative fencing, which complement the City's character.

The enhancements also include City logo on all three bridges and one gateway monument at the northern most bridge, the Roberts Drive Bridge.

Financial Impact:

If the City chooses to enter into the IGA with GDOT, the City agrees to reimburse GDOT a portion of the cost of the total revised project cost. The City's portion of the project is estimated to be \$5,900,940 for the enhancements cost.

In order to fund the enhancement costs, Council will also need to approve a budget transfer as set out in the Budget Amendment attached.

Alternatives:

Should Mayor and City Council choose not to enter into the IGA with GDOT, the following are the alternatives:

1. The City could build separate bridges to provide improved bicycle/pedestrian facilities.
2. The City could retrofit the bridges later by adding the enhancements and widths to the existing bridges to provide the needed area for bicycle/pedestrian facilities.

Attachments:

1. Budget Amendment Ordinance SR400 Bridge Enhancements
2. Budget Amendment T2001
3. IGA
4. Resolution

STATE OF GEORGIA
COUNTY OF FULTON

**ORDINANCE TO AUTHORIZE AMENDING THE CITY OF SANDY SPRINGS FY 2021
BUDGET TO AUTHORIZE A TRANSFER BETWEEN PROJECTS**

WHEREAS, the City of Sandy Springs (“City”) approved an intergovernmental agreement with the Georgia Department of Transportation for the SR400 Express Lane Bridges Enhancements for Spalding Drive, Pitts Road, and Roberts Drive;

WHEREAS, the enhancements had not been previously funded;

WHEREAS, the City will need to transfer \$4,000,000 from F0004 and \$1,900,940 from C9999 to T2001 to allow for the funding for the intergovernmental agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that the FY 2021 budget is hereby amended to reallocate budget funding from the F0004 in the amount of \$4,000,000 and C9999 in the amount of \$1,900,940, as detailed on the attached Budget Amendment schedule.

APPROVED AND ADOPTED this the 19th day of January, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



Finance Department
Budget Adjustment Entry

Purpose: Funding for Intergovernmental Agreement with GDOT for SR400 Enhancements

Effective Date: 1/19/2021

Period: 7

Posting Date:

Fiscal Year: 2021

Description	Org	Object	Project	Increase	Decrease
Infrastructure	3514100	541400	T2001	5,900,940	-
Infrastructure	3511565	541400	F0004	-	4,000,000
Contingency	3519000	579000	C9999		1,900,940
			Totals	5,900,940	5,900,940

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF SANDY SPRINGS

Relating To

Project Description: Improvements to Spalding Drive Bridge, Pitts Road Bridge and Roberts Drive Bridge at SR 400 Express Lanes

This Intergovernmental Agreement (hereinafter sometimes referred to as the "IGA" or "Agreement") is made and entered into this _____ day of _____, 20____, (the "Effective Date") by and between the Georgia Department of Transportation, a public agency of the State of Georgia, hereinafter called (the "DEPARTMENT" or "GDOT"), whose address is 600 W. Peachtree Street, NW, Atlanta, Georgia 30308 and the City of Sandy Springs, acting by and through its Mayor, hereinafter called (the "LOCAL GOVERNMENT"), whose address is 1 Galambos Way, Sandy Springs, Georgia 30328, for the purposes of memorializing the rights, roles, responsibilities and understandings of the parties relating to the design and construction of certain improvements to Spalding Drive Bridge over State Route ("SR") 400, Pitts Road Bridge over SR 400 and Roberts Drive Bridge over SR 400 (the "BRIDGES"), as described in Exhibit A attached hereto and by this reference made a part hereof. The DEPARTMENT and LOCAL GOVERNMENT may sometimes be referred to individually as the "Party" or collectively as "Parties".

WHEREAS, in a separate agreement the DEPARTMENT and the State Road and Tollway Authority ("SRTA") have each determined that the design, construction,

financing and maintenance of express managed lanes on the State Route 400 Express Lanes Project, PI #0001757 ("SR 400 EL Project") in Fulton and Forsyth Counties, is an authorized undertaking under State law; and

WHEREAS, the SR 400 EL Project will be delivered through a Public-Private Partnership ("P3") and, as such, the selected developer will enter into a project agreement with SRTA (with GDOT designated by SRTA to serve as agent and manager for the project) (the "Project Agreement"), and will be responsible for the final design and construction of the SR 400 EL Project; and

WHEREAS, the LOCAL GOVERNMENT has expressed to the DEPARTMENT the desire to incorporate additional width on the BRIDGES to accommodate wider than GDOT standard sidewalks as well as certain aesthetic features, including hardscape, landscape and other aesthetic enhancements ("Aesthetic Enhancement Features") to be included on the BRIDGES as agreed in the Memorandum of Understanding ("MOU") executed between the Parties on September 21, 2020; and

WHEREAS, said improvements to the BRIDGES including the Aesthetic Enhancement Features are to be collectively referred to as the "Project Improvements" as further defined in this IGA; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including fully funding these Project Improvements and the DEPARTMENT has relied upon such representations; and

WHEREAS, the Parties are permitted to enter into intergovernmental contracts pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State which provides, in pertinent part, as follows:

"[t]he state, or any institution, department, or other agency thereof, and any ... or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the

provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties-are authorized by law to undertake or provide... "; and

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT, by and through their respective governing bodies, desire to enter into this IGA for the purpose of establishing the duties of each Party with respect to the development and funding of the Project Improvements.

NOW THEREFORE, in consideration of the foregoing premises, the mutual promises made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Article I

General Provisions

Section 1.1. Recitals and Premises a Part of Agreement. The DEPARTMENT and the LOCAL GOVERNMENT hereby agree that the foregoing recitals and premises shall constitute a part of this Agreement.

Section 1.2. Representation of the Parties. The DEPARTMENT and the LOCAL GOVERNMENT have the power to enter into this Agreement and to perform all obligations contained herein, and have, by proper action, duly authorized the execution, delivery and performance of this Agreement.

Section 1.3. Scope of Agreement. This Agreement provides for the procedures the DEPARTMENT and LOCAL GOVERNMENT will employ in identifying, planning, and effecting the design and construction by the developer of the Project Improvements. Further, this Agreement provides for the procedures for the allocation of cost and matters related thereto. The DEPARTMENT and LOCAL GOVERNMENT each covenant and agree to cooperate in good faith with the other Party hereto in achieving the objectives of this Agreement.

Section 1.4. Appointment of GDOT as SRTA's Agent. GDOT shall act as SRTA's agent for the purpose of causing the design, construction, financing, and maintenance of the SR 400 EL Project by the selected developer pursuant to the provisions of the Project Agreement which will be entered into between SRTA and the developer. GDOT is providing project oversight and administration on behalf of SRTA as described in the Project Agreement and the Intergovernmental Agreements between GDOT and SRTA regarding the SR 400 EL Project.

It is understood between GDOT and the LOCAL GOVERNMENT that the general administration of the SR 400 EL Project by GDOT is for the sole purpose of representing the public's interests, and the interests of GDOT and SRTA, with respect to, among others, GDOT's obligation to make the final determination and related decisions regarding the construction, design and other work being performed by the developer in accordance with the Project Agreement.

The DEPARTMENT shall review and has approval authority for all aspects of the SR 400 EL Project, except as reserved by SRTA in the Project Agreement, including coordination with the developer provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.

Section 1.5. Definitions. Capitalized terms used in this IGA and not otherwise defined shall have the meanings given in Exhibit 1 of the Project Agreement.

Article II

Contract Time

Section 2.1. Term of Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date and shall extend until thirty-five (35) years after the issuance of Substantial Completion by SRTA for the SR 400 EL Project, but in no event shall the Term hereof exceed fifty (50) years after the Effective Date of this Agreement.

Article III

Design and Construction

Section 3.1. Design and Engineering. The developer for the SR 400 EL Project shall be responsible for the design, engineering and preparation of all plans and specifications for construction including those related to the Project Improvements. Upon the request of the LOCAL GOVERNMENT, GDOT shall make available to the LOCAL GOVERNMENT copies of As Built plans related to the Project Improvements after Final Acceptance of the SR 400 EL Project. The LOCAL GOVERNMENT acknowledges that the final PROJECT design will be the responsibility of the selected developer.

Section 3.2. Preparation and Approval of Plans. The LOCAL GOVERNMENT has provided standards relating to the Aesthetic Enhancement Features as required under the MOU between the Parties, attached as the *GA 400 Bridge Managed Lanes Bridge Enhancements, December 18, 2020, Exhibit A, Attachment 1* and *Special Provisions for Sections 643, 681, 900, and 999, Exhibit A, Attachment 2*.

The plans and any associated information or specifications related to the Aesthetic Enhancement Features and Project Improvements shall be included in the list of Reference Information Documents ("RID") in the final Request for Proposal to be issued by the DEPARTMENT on or before February 2, 2021. As between the LOCAL GOVERNMENT and the DEPARTMENT, the DEPARTMENT shall have final authority concerning the acceptance of the developer's plans relating to the Project Improvements; provided however the LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT to the DEPARTMENT for use as a RID.

Prior to issuance, on or before March 2, 2021, of the final Request for Proposals and if notified by the DEPARTMENT, the LOCAL GOVERNMENT shall correct or

revise, or cause to be corrected or revised, any errors or deficiencies in the drawings, specifications, and other services furnished for the Aesthetic Enhancement Features.

Section 3.3. Description of Work.

(a) The work expected to be constructed by the developer and funded by the DEPARTMENT generally includes the design and construction of Spalding Drive bridge over SR 400; Pitts Road bridge over SR 400 and Roberts Drive bridge over SR 400;

(b)The work expected to be constructed by the developer and funded, in part, with the contributions from the LOCAL GOVERNMENT (described in Article IV, below) generally includes the incorporation of hardscape, landscape and other Aesthetic Enhancement Features for the BRIDGES as follows:

- i. Spalding Drive Bridge:
 - a. 10 ft multi-use path on south side;
 - b. Interior barrier wall on south side separating traffic from path;
 - c. 5 ft bike lane on north side; and
 - d. Pedestrian lights on parapet wall on south side.
- ii. Pitts Road Bridge:
 - a. 12 ft multi-use path on south side;
 - b. Interior barrier wall on north and south side separating traffic from pedestrians; and
 - c. Pedestrian lights on parapet wall on south side.
- iii. Roberts Drive Bridge:
 - a. 12 ft multi-use path on south side;
 - b. Interior barrier wall on south side separating traffic from pedestrians; and
 - c. Pedestrian lights on parapet wall on south side.
- iv. All three bridges:
 - a. Exterior barrier wall enhancements (bridge parapet);
 - b. Cross Street Name and Logo placement
 - c. Above bridge deck column enhancements;

- d. Decorative railing and fencing;
- e. Specialty paving;
- f. Decorative lighting, logo lighting, and lighting packages; and
- g. Future utility conduit and electrical conduit in parapet wall separating traffic from pedestrians.

Section 3.4. Right of Way. If necessary for the design and construction of the Project Improvements, the LOCAL GOVERNMENT shall provide or cause to be provided to the DEPARTMENT access rights to the LOCAL GOVERNMENT property. It is understood by the LOCAL GOVERNMENT that these access rights will then be provided from the DEPARTMENT to SRTA and the developer as necessary for the construction of the SR 400 EL Project.

Where necessary, the developer will coordinate with the LOCAL GOVERNMENT for any work which might affect the LOCAL GOVERNMENT in general, including work necessary to tie-in the SR 400 EL Project to and from LOCAL GOVERNMENT roadways. The LOCAL GOVERNMENT shall not interfere with or hinder the developer's execution of its work on LOCAL GOVERNMENT property nor shall the LOCAL GOVERNMENT's plans and regional projects, including but not limited to the bridges at Spalding Drive, Pitts Road and Roberts Drive construction, conflict with the SR 400 EL Project.

After Substantial Completion of the SR 400 EL Project, right of way may be quitclaimed to the LOCAL GOVERNMENT if necessary for the purpose of maintenance and such transfer of right of way shall be as solely determined by the DEPARTMENT.

Section 3.5. Utilities Work. Except in the case of a betterment or as directly related to the installation of Aesthetic Enhancement Features, the DEPARTMENT shall be responsible for any and all relocation of utility facilities, and the costs thereof, necessitated by construction within the SR 400 EL Project as may be set forth in the Project Agreement.

Section 3.6 Traffic Management. The LOCAL GOVERNMENT understands that the developer's work may necessitate closures of local roads, parks and trails during construction and maintenance of the SR 400 EL Project including the temporary closures as defined below:

(a) Temporary access changes at Pitts Road while bridge is being replaced. The developer shall provide to the Department a minimum of two week notice of the temporary closure of these access changes.

If additional closures are needed for local roads or streets, the developer shall provide to the Department a minimum two week notice. The notice from the developer shall include a detour plan and all necessary Maintenance of Traffic (MOT) information. The Department will notify the LOCAL GOVERNMENT as soon as it receives such notice(s) including the detour plan and MOT information. The LOCAL GOVERNMENT shall grant such closures for the SR 400 EL Project work upon receipt of notice from the Department.

The DEPARTMENT shall require the developer to comply with the traffic management provisions of the Project Agreement including the Manual on Uniform Traffic Control Devices (MUTCD) and shall hold the developer responsible to mitigate any closures or interference, to the extent possible, with the traffic on the local roads, parks and trails of the LOCAL GOVERNMENT. The Department will make all reasonable efforts to coordinate with the LOCAL GOVERNMENT for temporary closures longer than 24 hours.

In addition, the Department will provide timely information including when necessary media alerts and press releases regarding local lane/road closure activities in order for the LOCAL GOVERNMENT to provide adequate notice to the public regarding impacts to traffic.

Section 3.7 Award of Contract. The DEPARTMENT, as the designated project manager and agent for SRTA on the SR 400 EL Project shall use its best efforts to cause the design and construction of the Project Improvements in accordance with the terms and conditions of the Project Agreement and this IGA. GDOT is solely responsible for the award of the Project Agreement.

Article IV Compensation

Section 4.1. Payment Obligations. The LOCAL GOVERNMENT will fund all costs associated with the Aesthetic Enhancement Features to the BRIDGES in the amount of Five Million Nine Hundred Thousand Nine Hundred Forty Dollars (\$5,900,940.00) (“LOCAL GOVERNMENT Aesthetic Costs”) and will provide payment to the DEPARTMENT no later than February 2022 or by Financial Close of the SR 400 EL Project, whichever is the later date.

Article V Maintenance

Section 5.1. Maintenance. In accordance with Georgia Code §32-2-2, the LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks, landscaping, hardscaping or other Aesthetic Enhancement Features on the BRIDGES. Any warranties associated with the LOCAL GOVERNMENT continued maintenance of the Aesthetic Enhancement Features shall be in the name of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall also be responsible for the continual maintenance and operation of all aesthetic lighting systems installed to illuminate any portion of the BRIDGES constructed as part of the SR 400 EL Project, including all future electric consumption costs.

The maintenance responsibilities will be agreed upon between the Parties at a later date either through a Supplemental Agreement to this IGA or under a separate maintenance agreement either of which may include the execution of any related permits necessary to assume this maintenance responsibility. Upon receipt by the DEPARTMENT of the developer's notification that it anticipates achieving Substantial Completion, the Parties will start the process to document the maintenance roles and responsibilities of the LOCAL GOVERNMENT.

Article VI Schedule

Section 6.1. Schedule. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that all Parties shall adhere to the project schedule, which is attached hereto as Exhibit B and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through a written response letter; provided that the DEPARTMENT shall have final authority for approving or denying any proposed change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to continue with the design and construction of the SR 400 EL Project without incorporating the Project Improvements and without remittance of the LOCAL GOVERNMENT Aesthetic Costs.

Article VII Miscellaneous

Section 7.1. Notices. Any and all notices or other communications (including any certificates, requests, demands, consent or approval) which may be required hereunder shall be in writing and shall be deemed given when sent by e-mail, via hand delivery, overnight delivery using a nationally recognized overnight delivery service, or mailed or transmitted by United States certified mail, return receipt requested; in each case addressed as follows:

(a) If GDOT, to:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: Chief Engineer

with a copy to:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: General Counsel

(b) if City of Sandy Springs, to:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
ATTN: City Manager

with a copy to:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
ATTN: City Attorney

The date on which such notice is delivered will be deemed the date thereof.

Either party may from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

Section 7.2. No Third-Party Beneficiaries; No Assignments. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits whatever under or by reason of this Agreement. Neither party may assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

Section 7.3. Entire Agreement/Modifications. This Agreement (including, without limitation, any and all Exhibits attached hereto and any and all documents incorporated by reference herein) and any and all instruments and other documents delivered pursuant to this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those that are expressly set forth herein. Any modification or amendment of this AGREEMENT shall be valid only when it has been reduced to writing and executed by both parties.

Section 7.4 Termination. The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon thirty (30) days written notice to the LOCAL GOVERNMENT.

Section 7.5. Binding Effect. This Agreement and any and all provisions hereto, shall inure to the benefit of and shall be binding upon the DEPARTMENT and the LOCAL GOVERNMENT and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

Section 7.6. Interpretation of Agreement. Should this Agreement or any provision thereof require interpretation or construction in any judicial proceeding, it is agreed that the Parties intend that the Court interpreting or construing the same shall not apply a presumption that this Agreement or any provision hereof shall be more

strictly construed against one party who itself or through its agents prepared the document, drafted a particular provision, or the provision was for the party's benefit, or the party enjoyed a superior bargaining position. It being agreed by the DEPARTMENT and the LOCAL GOVERNMENT that both parties hereto have had significant voice and have fully participated in the preparation of all provisions of this Agreement, including, without limitation, any and all Exhibits attached to this Agreement.

Section 7.7. Governing Law. This Agreement is made and entered into in Fulton County, Georgia, pursuant to and shall be governed by and construed under the laws of the State of Georgia. The sole and exclusive venue for the enforcement of this Agreement, or any right or obligation hereunder, by either Party shall be the Superior Court of Fulton County, Georgia.

Section 7.8. Effective Date. This Agreement shall become effective upon execution thereof by the DEPARTMENT and the LOCAL GOVERNMENT.

Section 7.9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement nor limit or impair the operation of any other provision of this Agreement.

Section 7.10. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.11. Headings. The captions or headings which appear in this Agreement for articles, sections and subsections are for the purpose of convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 7.12. Compliance with Law. The LOCAL GOVERNMENT certifies that:

- (a) The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- (b) The LOCAL GOVERNMENT shall comply and shall require its consultants, subconsultants, and subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

The LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

The Parties acknowledge that the following Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A – Cost Estimate, Project Details and Cut Sheets

Attachment 1. *GA 400 Bridge Managed Lanes Bridge Enhancements, December 18, 2020*

Attachment 2. *Special Provisions for Sections 643, 681, 900, and 999*

Exhibit B – Schedule

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT
have caused these presents to be executed under seal by their duly authorized
representatives.

GEORGIA DEPARTMENT OF
TRANSPORTATION

CITY OF SANDY SPRINGS, GEORGIA

BY: _____
Commissioner

BY: _____(SEAL)

Name: _____
Title: _____

ATTEST:

Treasurer

This Agreement approved by the City of
Sandy Springs, this _____ day of
_____, 20____.

ATTEST:

BY: _____

Name: _____
Title: _____

FEIN: _____

EXHIBIT A

Cost Estimate, Project Details and Cut Sheets

PI Number SR 400 Express Lanes Project, 001757

City Sandy Springs

County Fulton

Project Manager Tim W. Matthews, P.E.

Project Type City of Sandy Springs Aesthetic Enhancement Features at bridges on Spalding Drive, Pitts Road and Roberts Drive

Project Description Design and Construction of Project Improvements as described in Section 3.3 of this IGA

Project Cost: Lump Sum amount of \$5,900,940.00

ATTACHMENTS

1. *GA 400 Bridge Managed Lanes Bridge Enhancements, December 18, 2020*
2. *Special Provisions for Sections 643, 681, 900, and 999*

ATTACHMENT 1

GA 400 Bridge Managed Lanes Bridge Enhancements, December 18, 2020

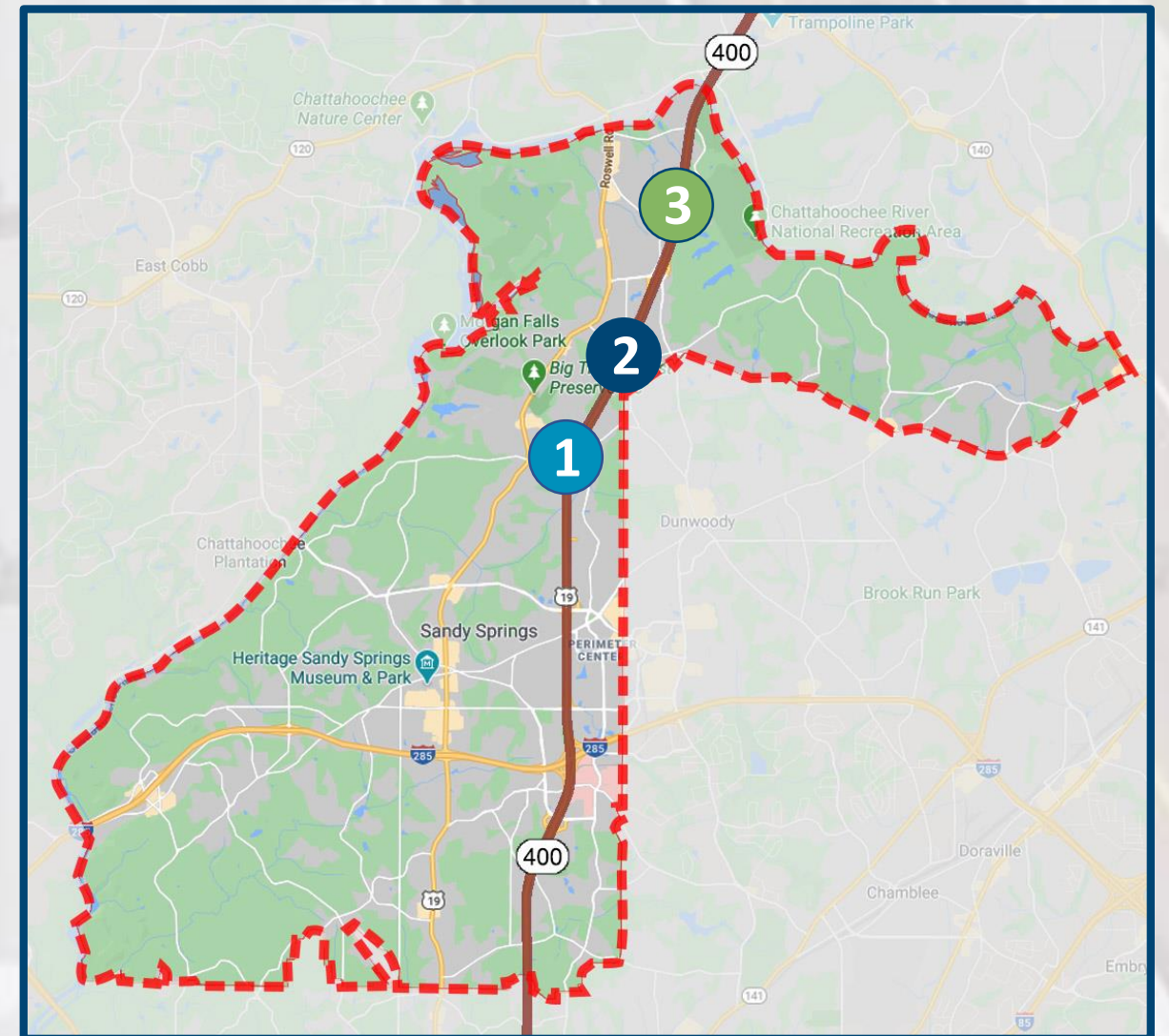
GA 400 Bridge Managed Lanes Bridge Enhancements

Aesthetic Design Guide

December 18, 2020

For:

- 1** Spalding Drive Bridge
- 2** Pitts Road Bridge
- 3** Roberts Drive Bridge



The GA 400 City of Sandy Springs Aesthetic Design Guide was produced by the City of Sandy Springs , Georgia and is intended for use as a guide to the design/build process that will be used to construct the Spalding Drive, Pitts Road, and Roberts Drive bridges. This document has compiled a summary of the aesthetic treatments that will be applied to these bridges so they visually complement one another.

This document addresses only the aesthetic elements of the three bridges. These elements include the following:

- Exterior barrier wall enhancements
- Traffic barrier wall enhancements between travel lanes and pedestrian areas
- Columns (Above bridge deck columns only)
- Railings / Fencing
- Specialty paving
- Lighting and conduit
- Colors and Finishes

How this Guide was created

The design process involved in creating this document included an analysis of existing City of Sandy Springs design elements and design standards. Working with a cross-discipline team and City staff, decisions were made regarding the use of design features. Multiple workshop sessions with City staff members were held to gain a broad range of input from the stakeholders that were involved. Finally, staff recommendations were presented to City Council for input and approval.

How to use this Guide

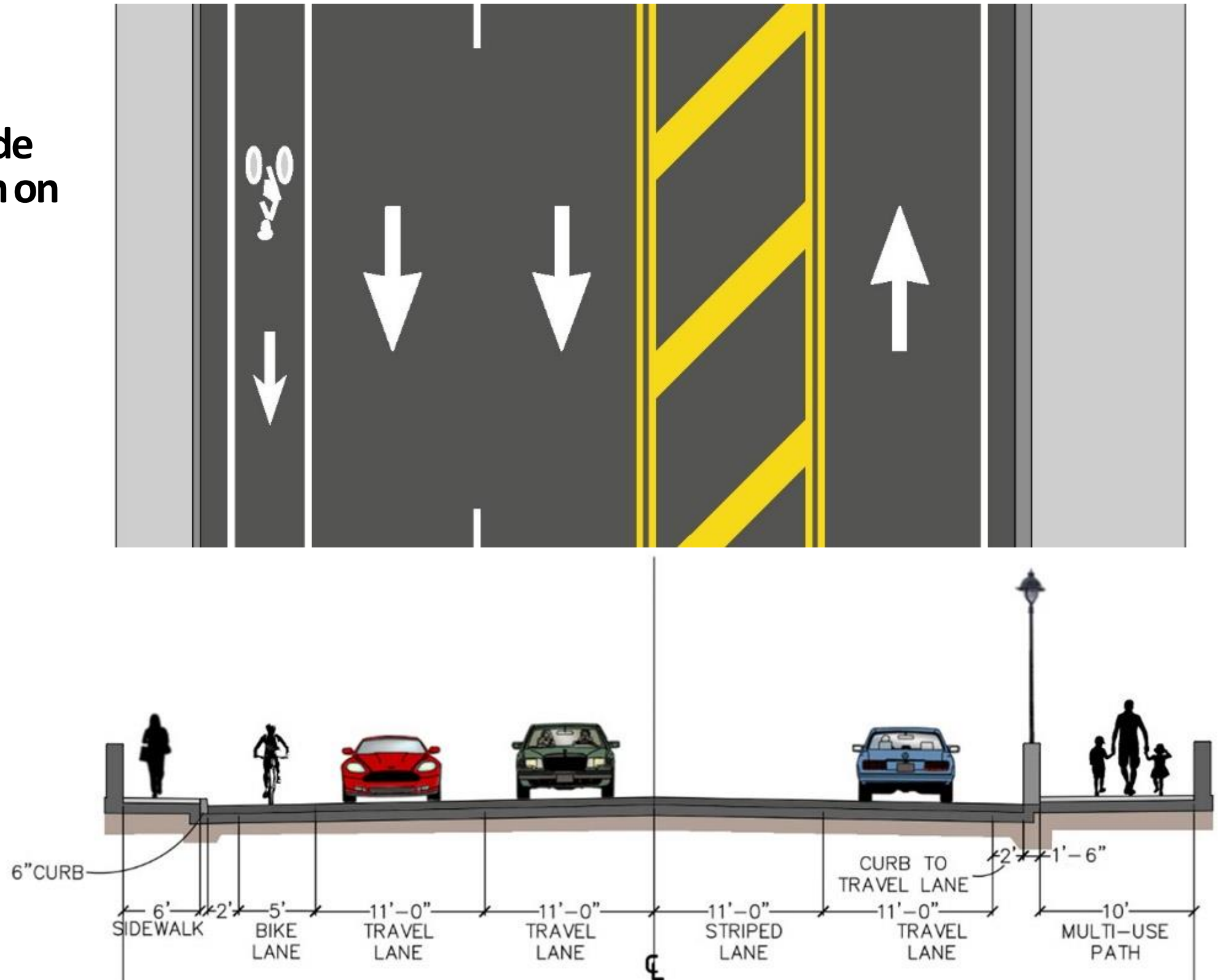
This document is to be used as supplemental information to the preliminary engineering documents produced for the design/build bidding process. It is a part of, and to be included with, the special provision sections included with this document. It is intended to provide design direction for the aesthetic treatment of the elements listed above which may not be shown in the preliminary engineering documents. This information is a written and visual guide to define the final design of the roadway elements. Final designs and structural requirements are the responsibility of the Design/Build Team.

Section 1	COSS Requested Cross Sections
Section 2	Exterior Barrier Wall Enhancements
Section 3	Interior Barrier Wall Enhancements
Section 4	Column Details
Section 5	Railings / Fencing
Section 6	Specialty Paving
Section 7	Lighting
Section 8	Conduit
Section 9	Colors and Finishes

COSS Requested Cross Section Spalding Drive Bridge: Section 1

Requested Betterments

- 10' multi-use path on south side
- Interior barrier wall separation on south side
- 5' Bike lane on north side
- Pedestrian lights on interior barrier wall on south side
- Utility conduits
- Decorative fencing/railing

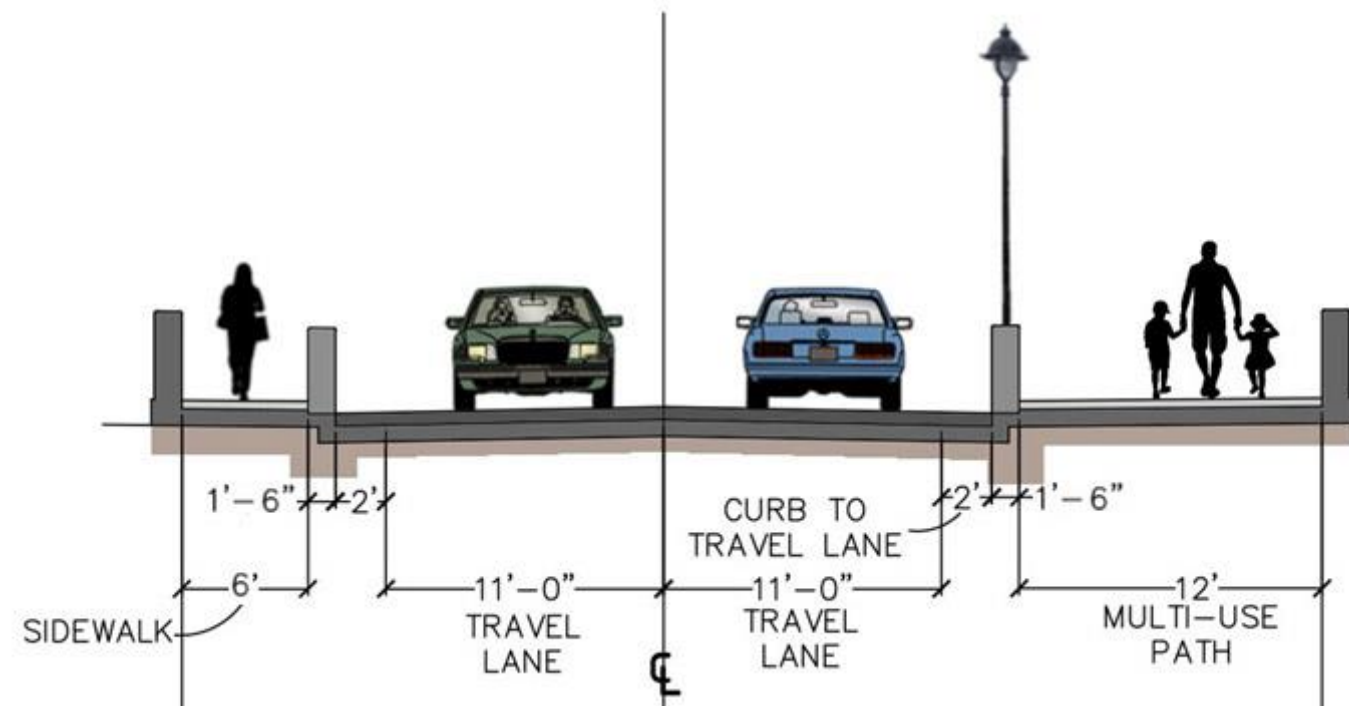
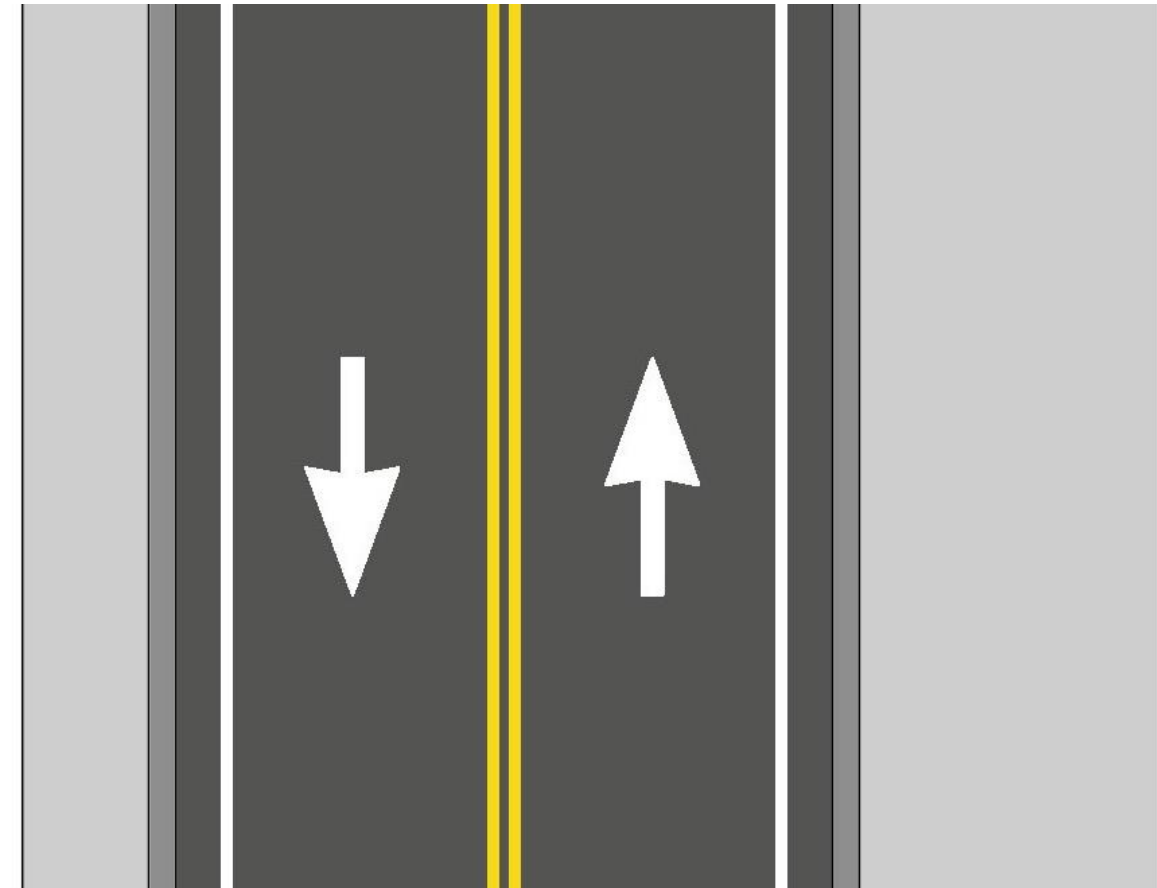


COSS Requested Bridge Section

COSS Requested Cross Section Pitts Road Bridge: Section 1

Requested Betterments

- 12' multi-use path on south side
- Interior barrier wall separation on north and south side
- Pedestrian lights on interior barrier wall on south side
- Utility conduits
- Decorative fencing/railing

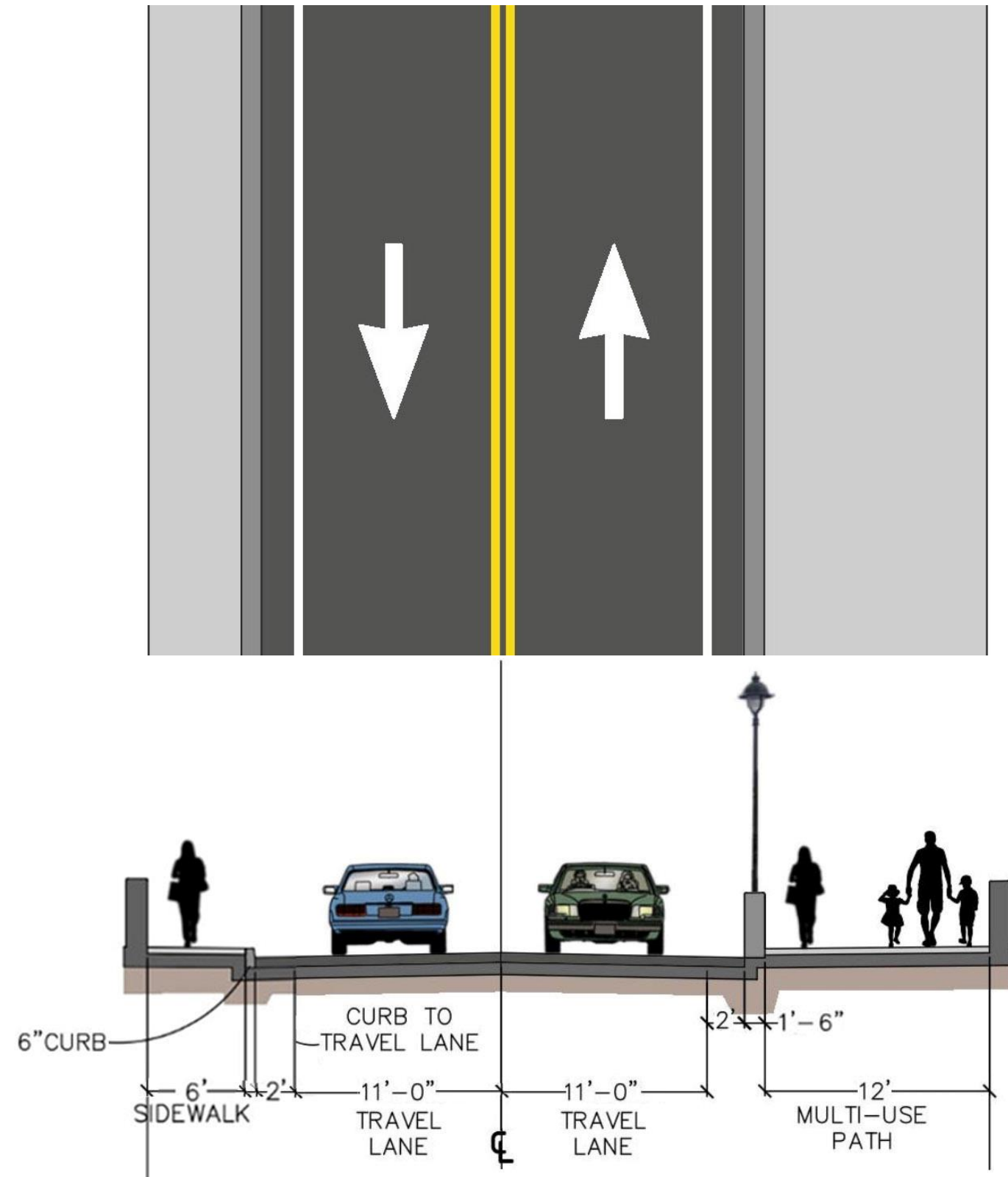


COSS Requested Bridge Section

COSS Requested Cross Section Roberts Drive Bridge: Section 1

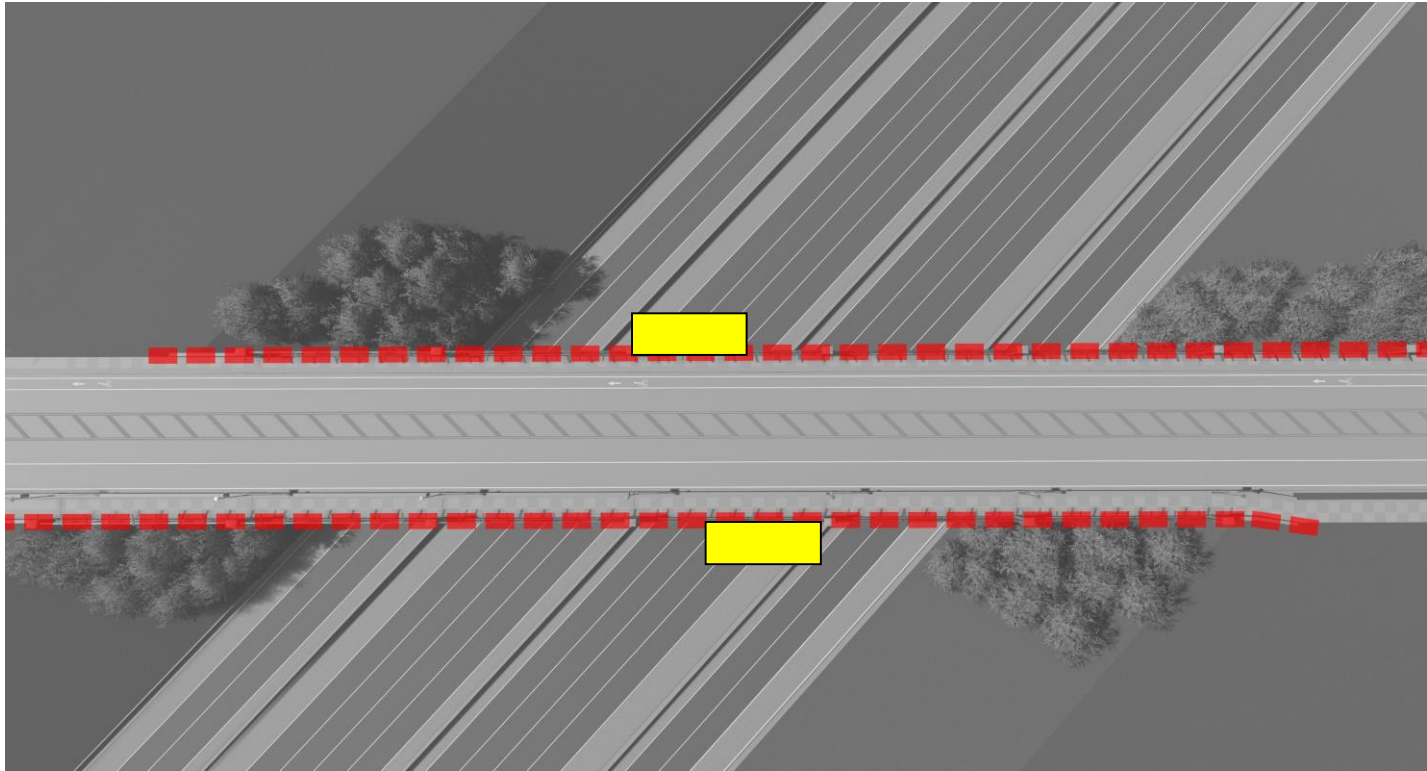
Requested Betterments

- 12' multi-use path on south side
- Interior barrier wall separation on south side
- Pedestrian lights on interior barrier wall on south side
- Utility conduits
- Decorative fencing/railing

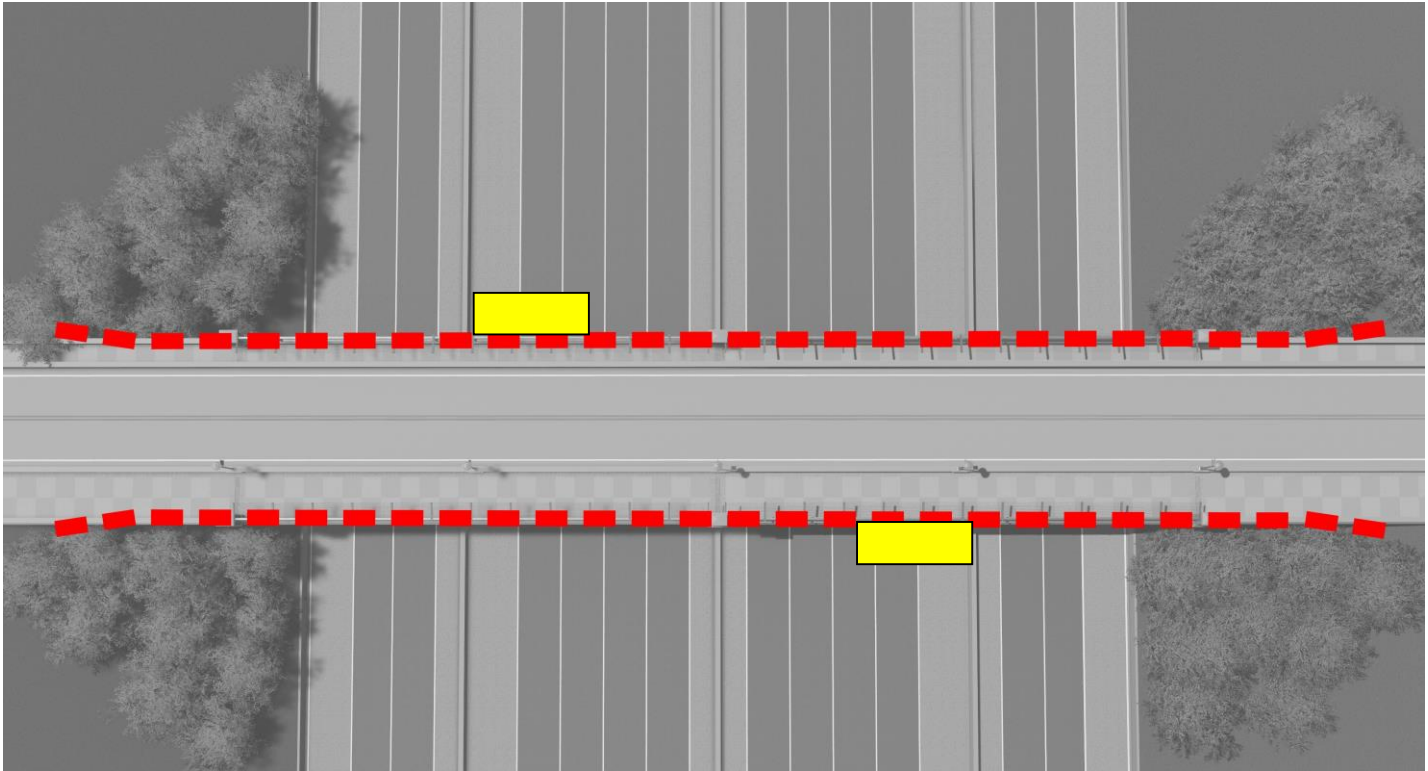


COSS Requested Bridge Section

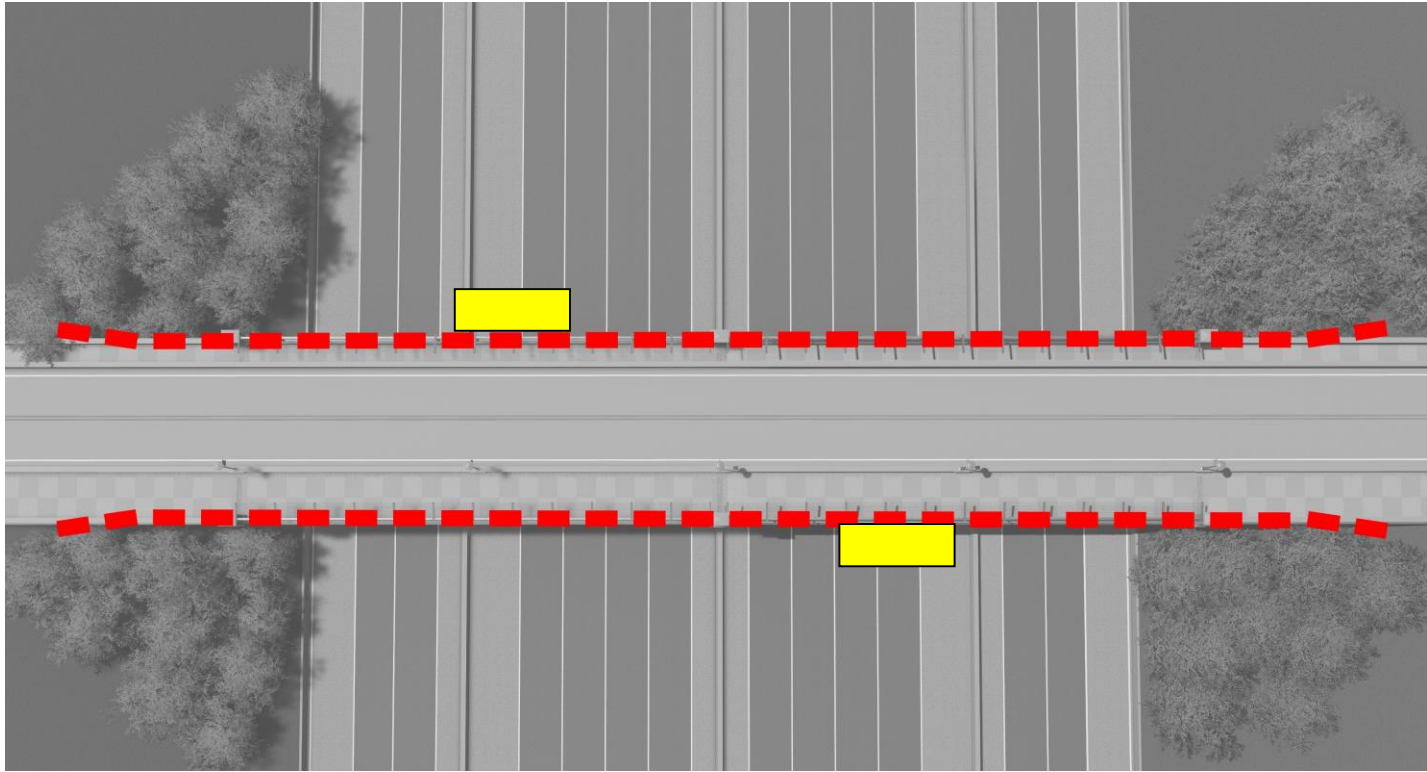
Exterior Barrier Wall Enhancements : Section 2



Spalding Drive Bridge



Pitts Road Bridge



Roberts Drive Bridge

Legend

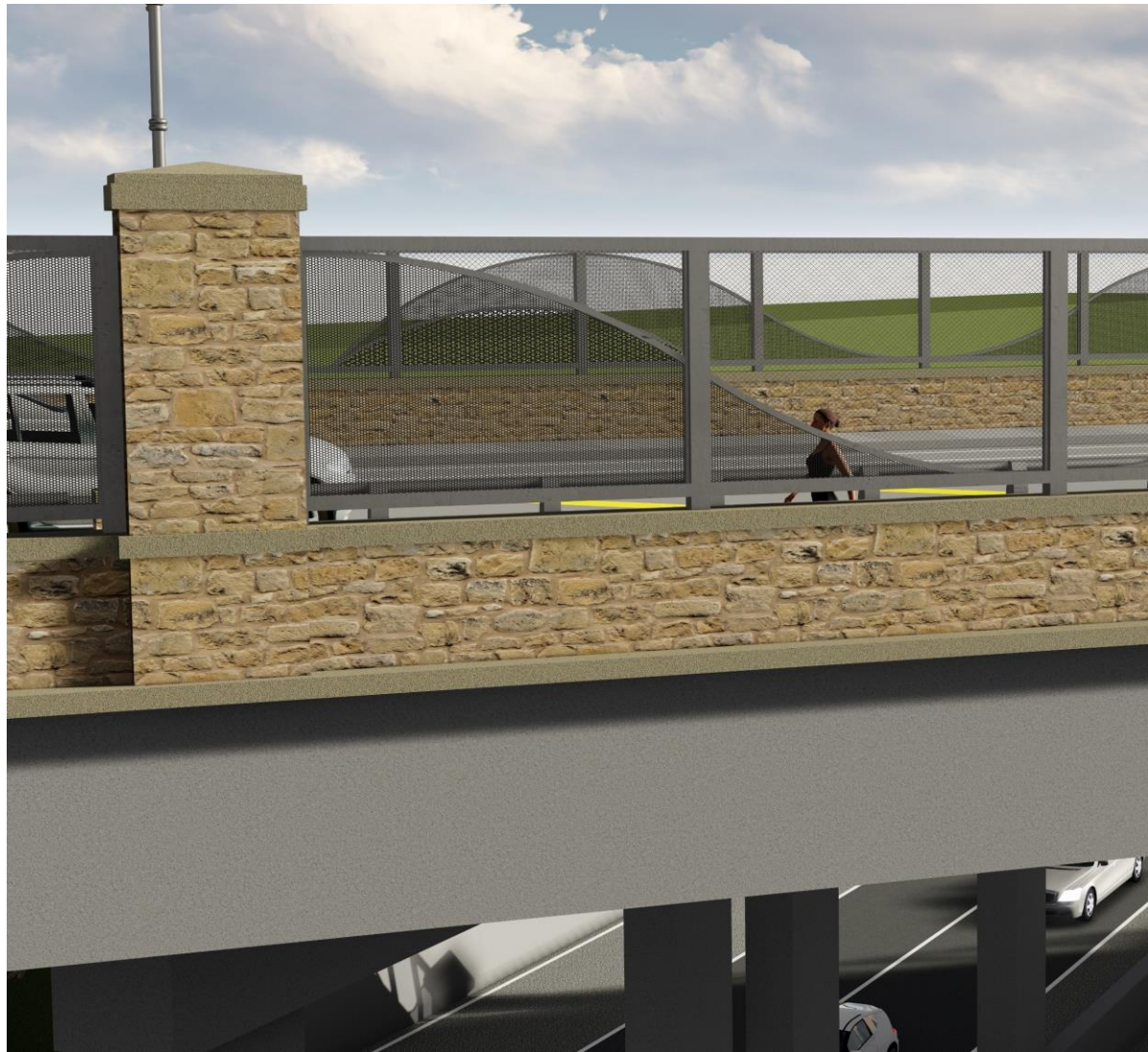


Exterior Barrier Wall location



Cross Street Name Location

Exterior Barrier Wall Enhancements : Section 2



Typical Exterior Barrier Wall Rendering

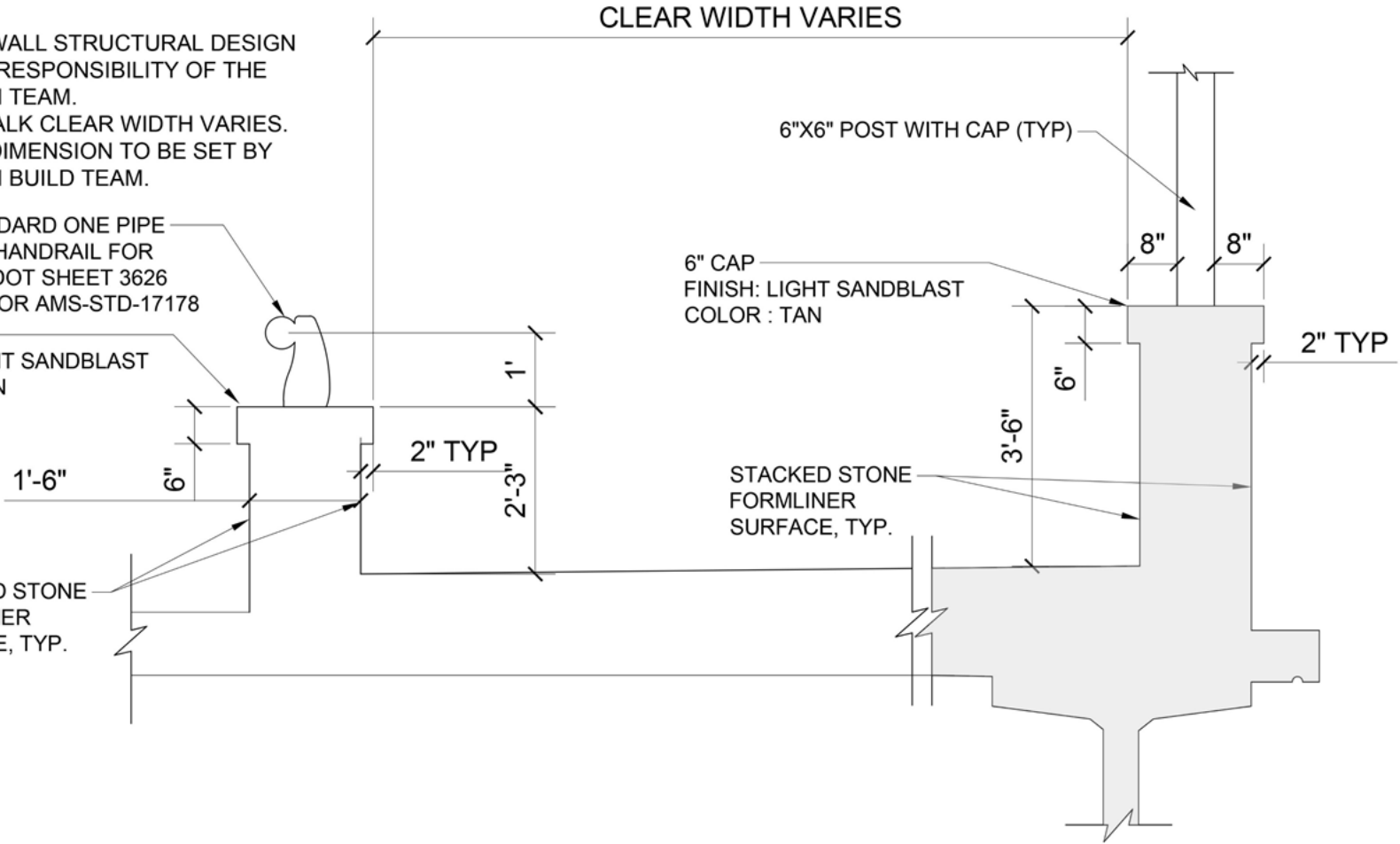
NOTE:

- FINAL WALL STRUCTURAL DESIGN IS THE RESPONSIBILITY OF THE DESIGN TEAM.
- SIDEWALK CLEAR WIDTH VARIES. FINAL DIMENSION TO BE SET BY DESIGN BUILD TEAM.

GDOT STANDARD ONE PIPE ALUMINUM HANDRAIL FOR BRIDGES GDOT SHEET 3626
FINISH: COLOR AMS-STD-17178

6" CAP
FINISH: LIGHT SANDBLAST
COLOR : TAN

STACKED STONE
FORMLINER
SURFACE, TYP.



Typical Exterior Barrier Wall Detail

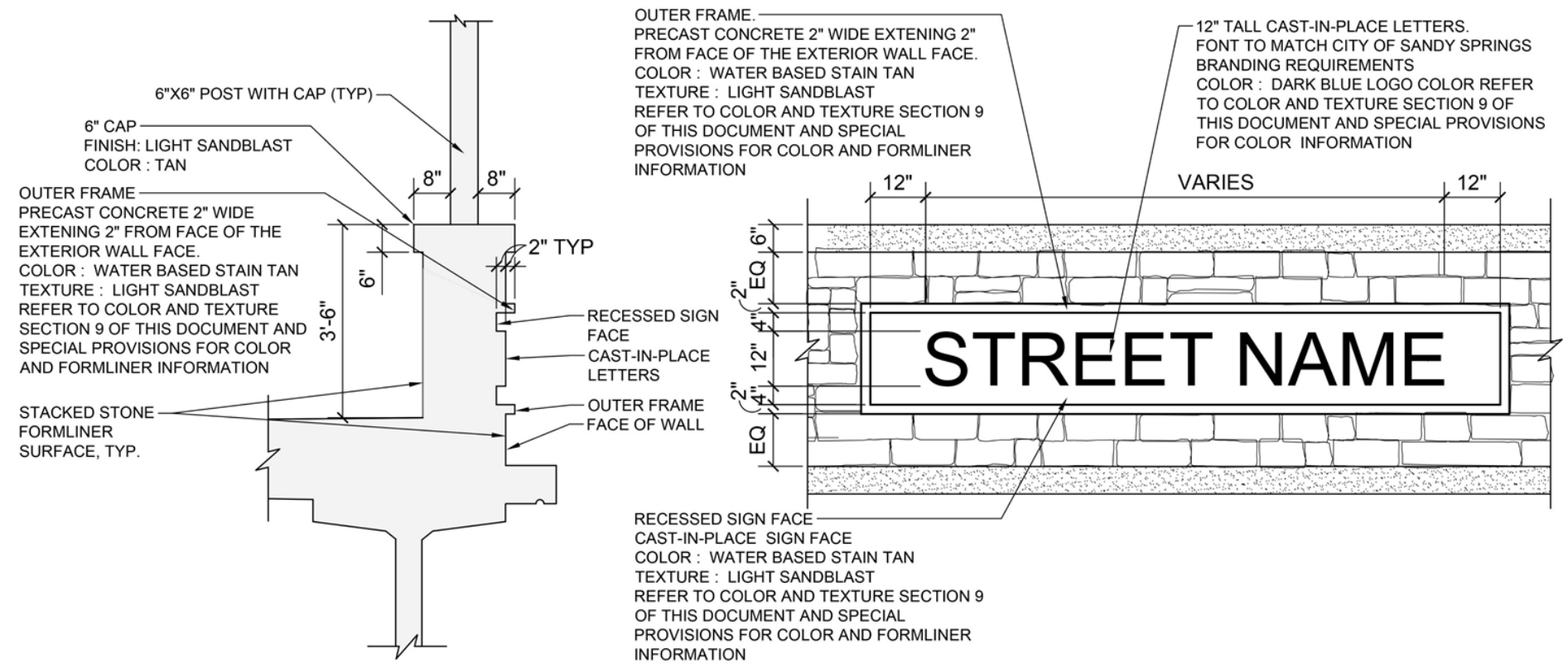
NOTE:

- Exterior barrier wall to have stacked stone formliner both sides
- Exterior barrier wall to have a 6" cap (cap to have flat top)
- Exterior barrier wall to have columns. Refer to Section 3 Columns for details
- Refer to Special Provisions for texture and color requirements
- Refer to bridge cross sections Section 1 for sidewalk clear widths

Exterior Barrier Wall Enhancements : Section 2



Typical Cross Street Name



Cross Street Name Details

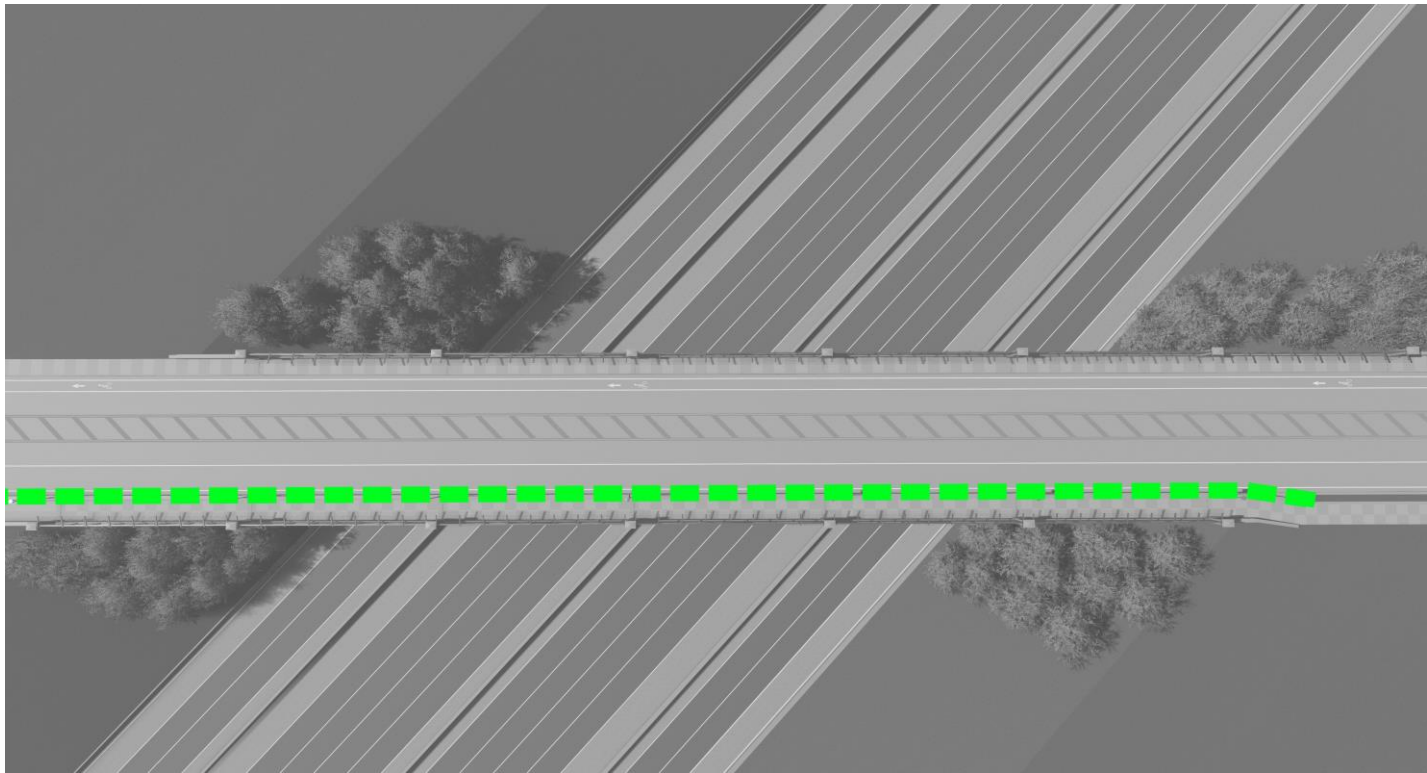
NOTE:

- Cross street names will be cast-in-place
- Cross street names will be centered on on-coming travel lane – both sides (typ.)
- Crossroad names will be centered vertically on the face of the barrier
- Type style to match City of Sandy Springs branding requirements
- Letters to be dark blue logo color, refer to Section 9 Colors and Finishes

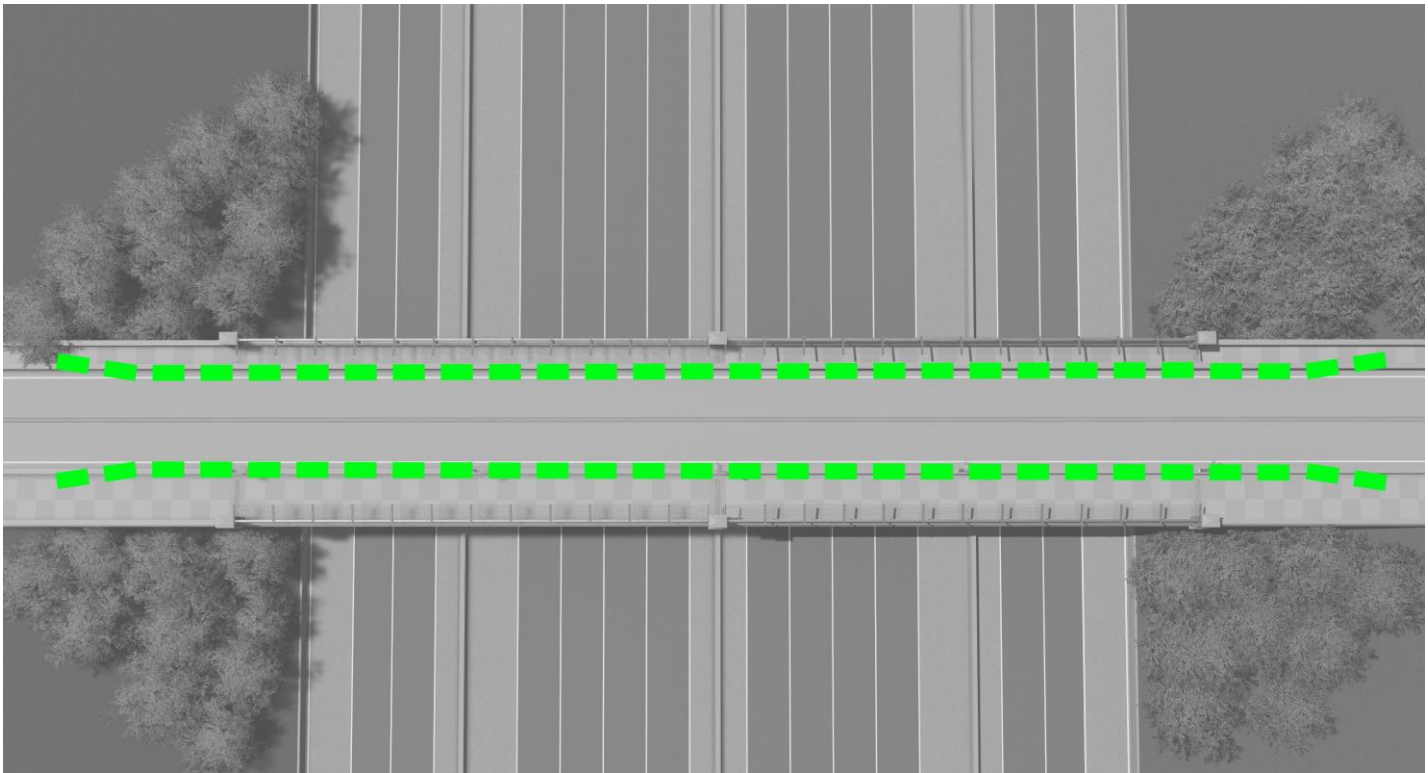


Cross Street Name Enlargement

Interior Barrier Wall Enhancements : Section 3



Spalding Drive Bridge

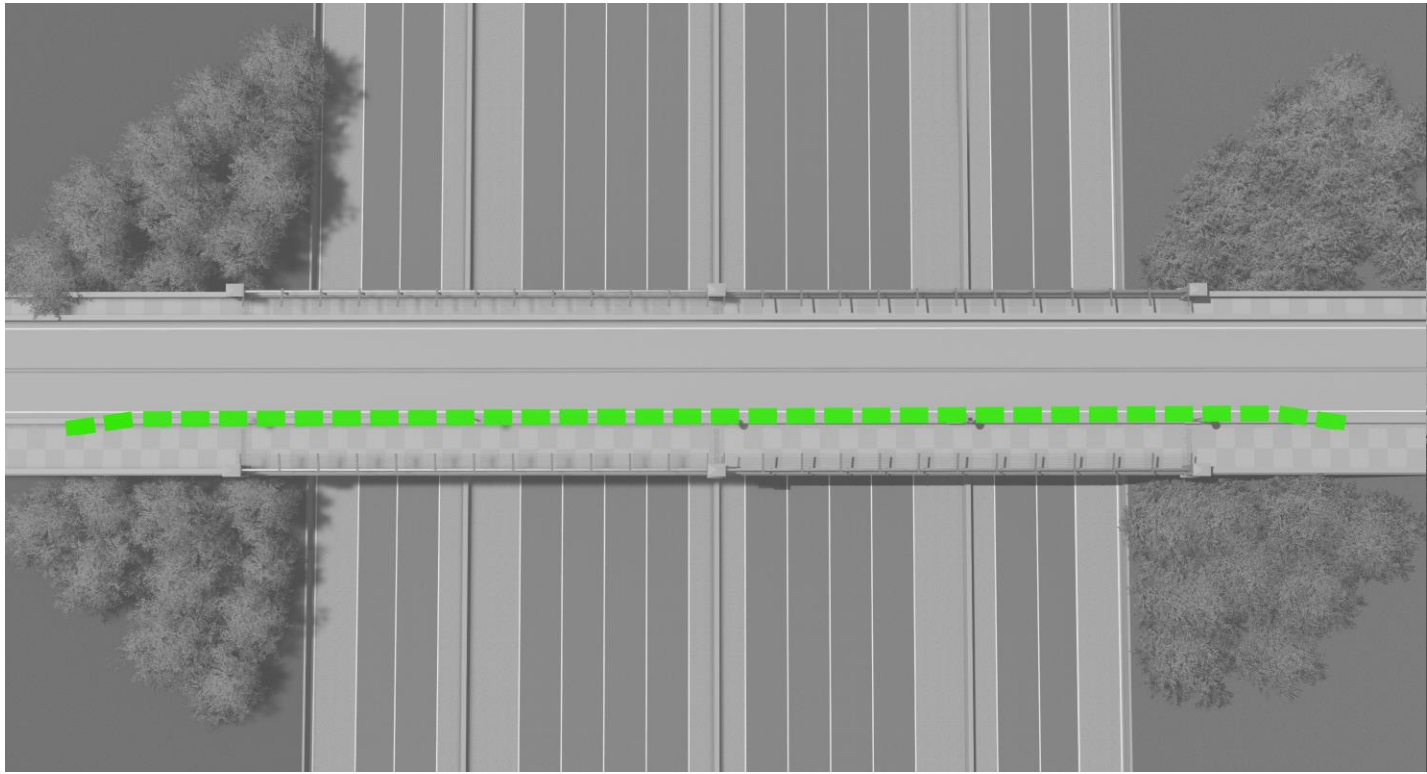


Pitts Road Bridge

Legend



Interior Barrier Wall location

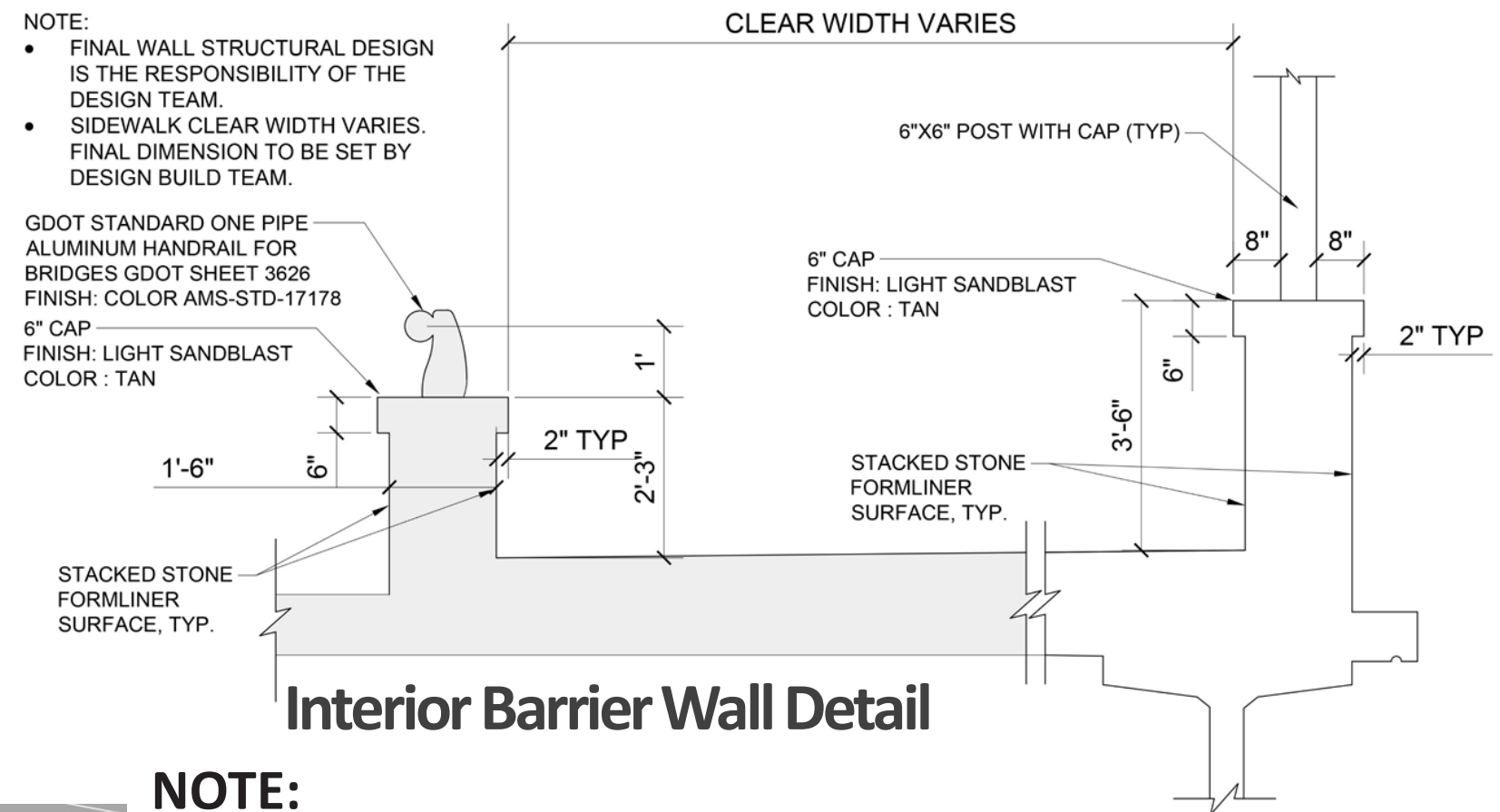


Roberts Drive Bridge

Interior Barrier Wall Enhancements : Section 3



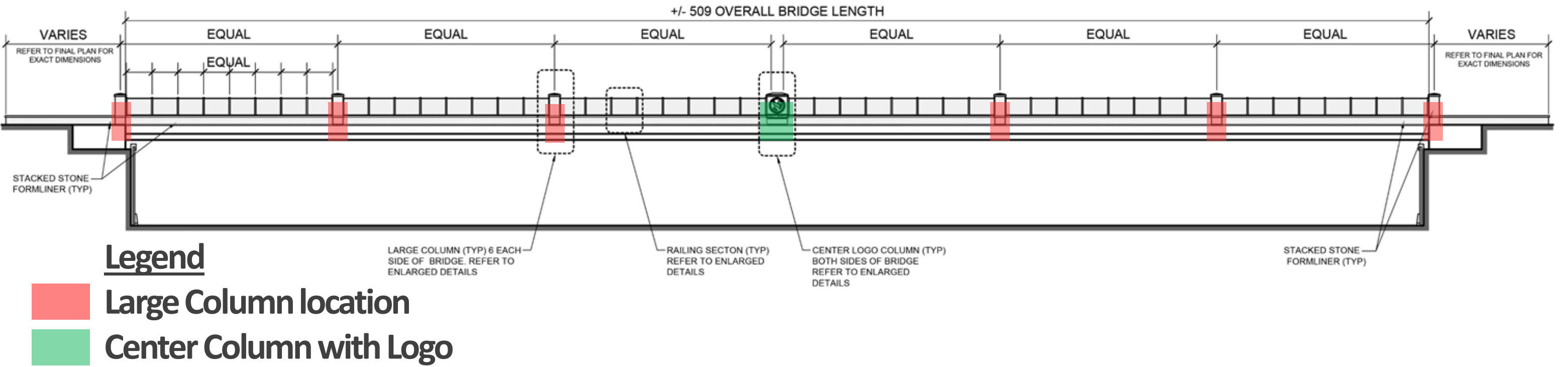
Interior Barrier Wall



Interior Barrier End Section Taper

NOTE:

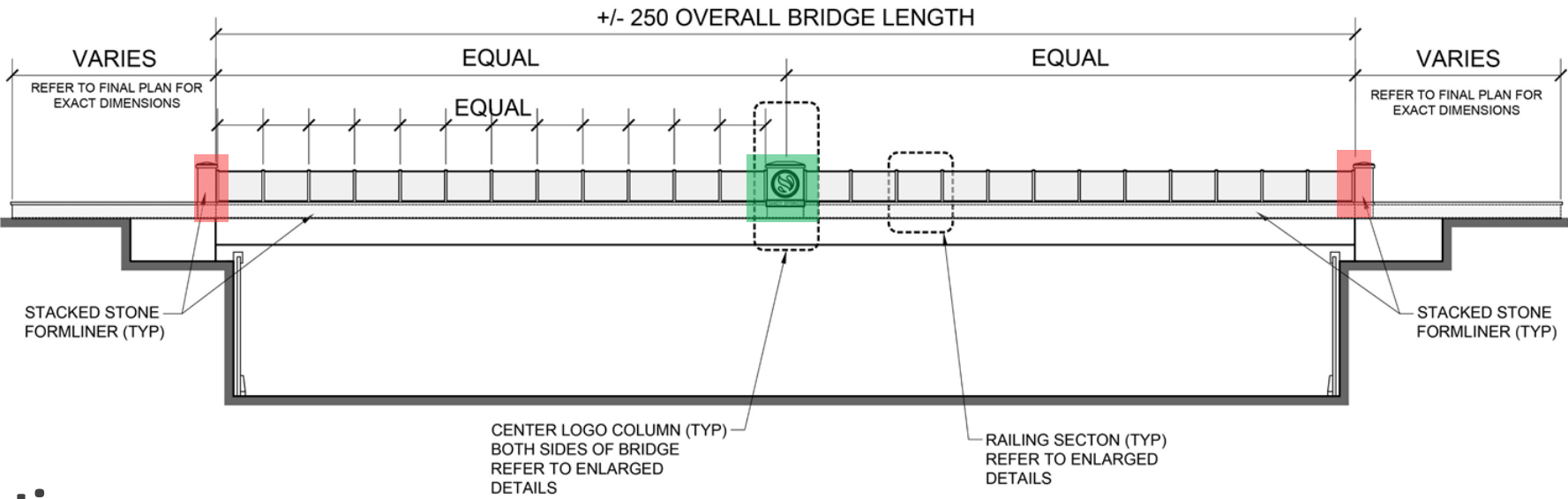
- Interior barrier wall separates pedestrian spaces from travel lanes
- Interior barrier wall to have stacked stone formliner both sides
- Interior barrier wall to taper to 1' in height and angle out of clear zone, typical, taper occurs at each end of interior barrier wall, refer to Interior Barrier End Section Taper rendering
- Interior barrier wall to have wall lights mounted on pedestrian side of wall only, refer to Section 7 Lighting
- Refer to Special Provisions for texture and color requirements



Spalding Drive Bridge Elevation with Column Locations



Spalding Drive Bridge Rendering



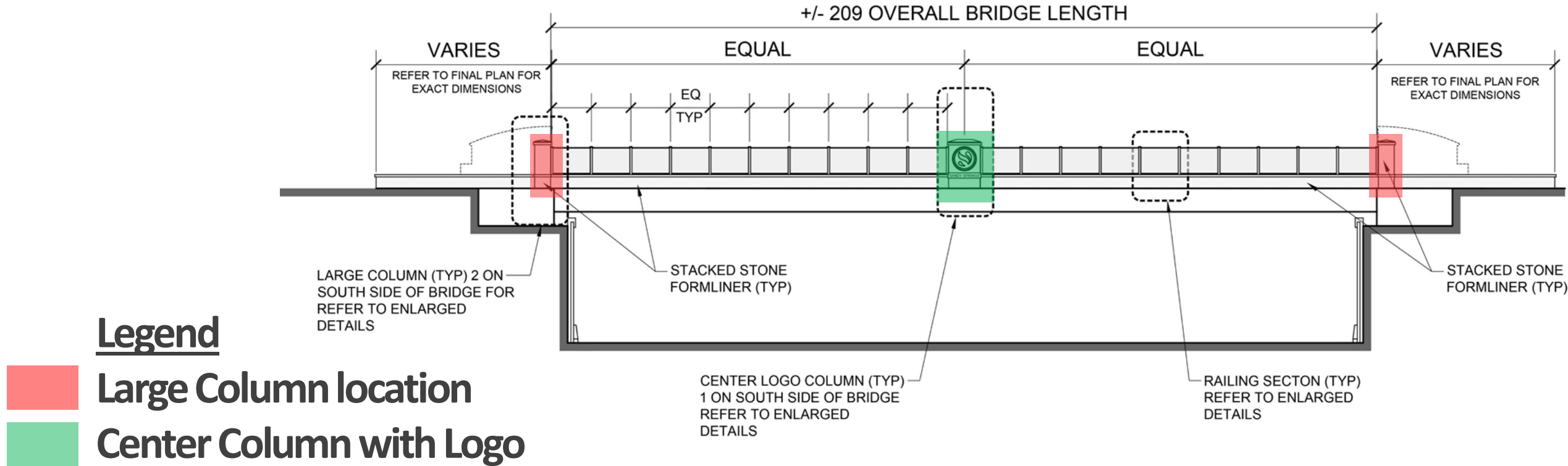
Legend

- Large Column location
- Center Column with Logo

Pitts Road Bridge Elevation with Column Locations



Pitts Road Bridge Rendering

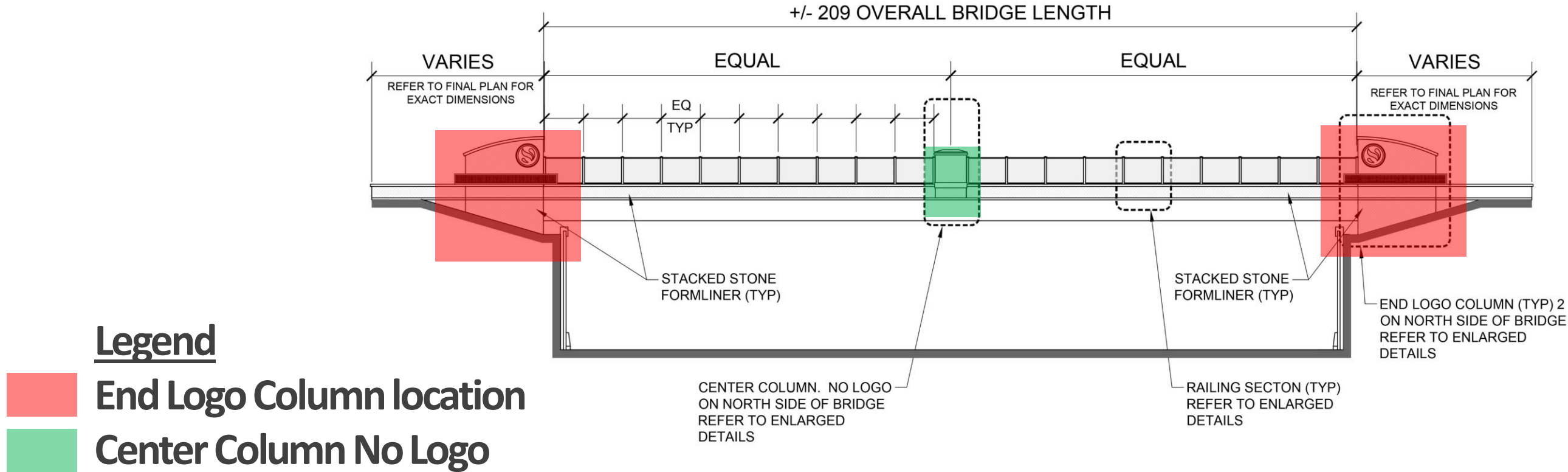


Roberts Drive Bridge South Elevation looking North

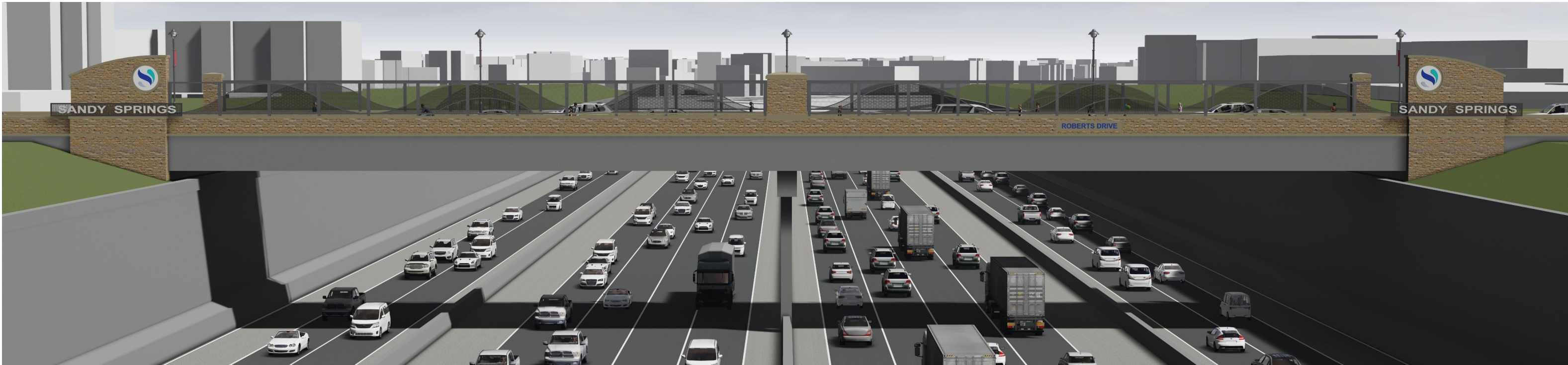


Roberts Drive Bridge Rendering South Elevation looking North



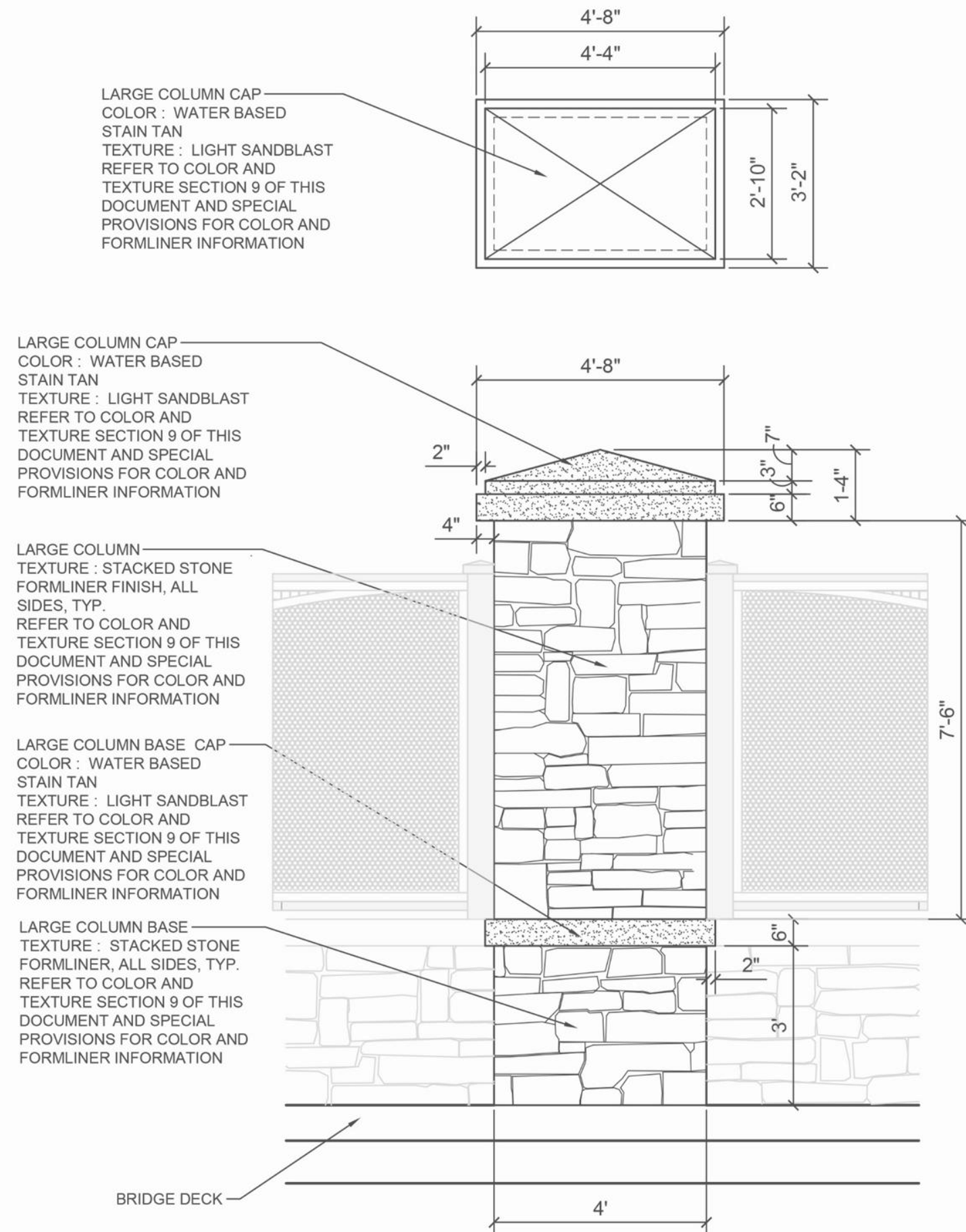


Roberts Drive Bridge North Elevation looking South

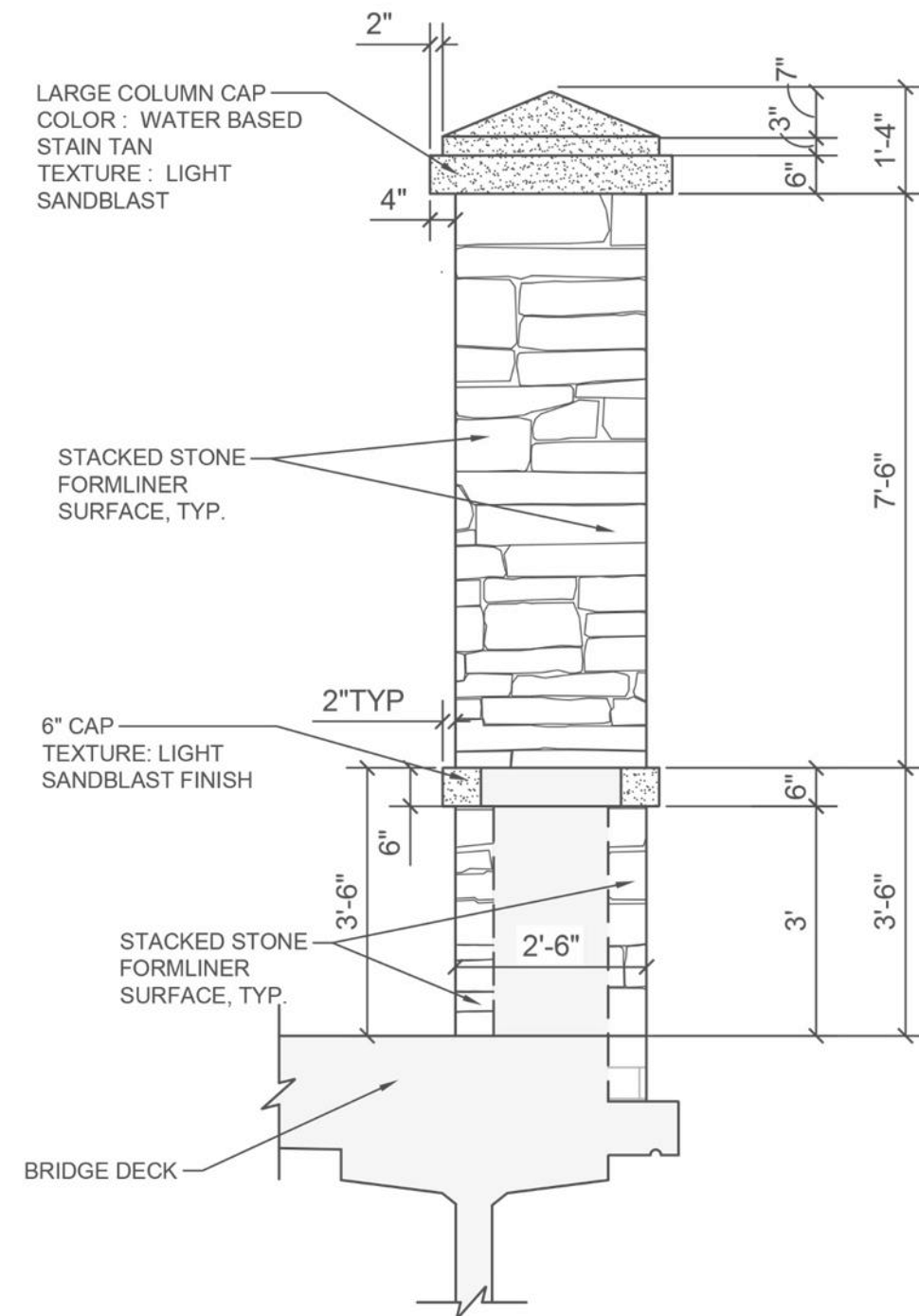


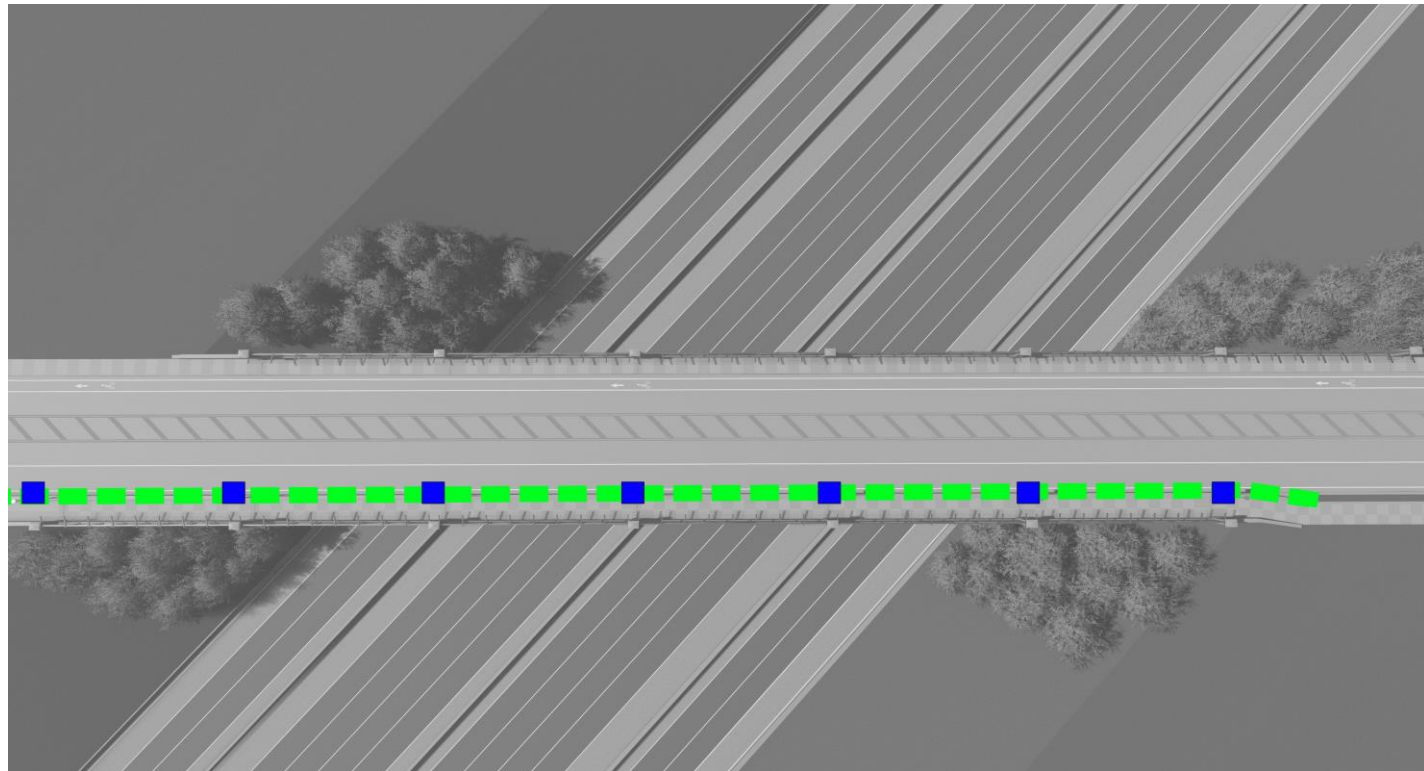
Roberts Drive Bridge Rendering North Elevation looking South **ATKINS**

Columns : Section 4

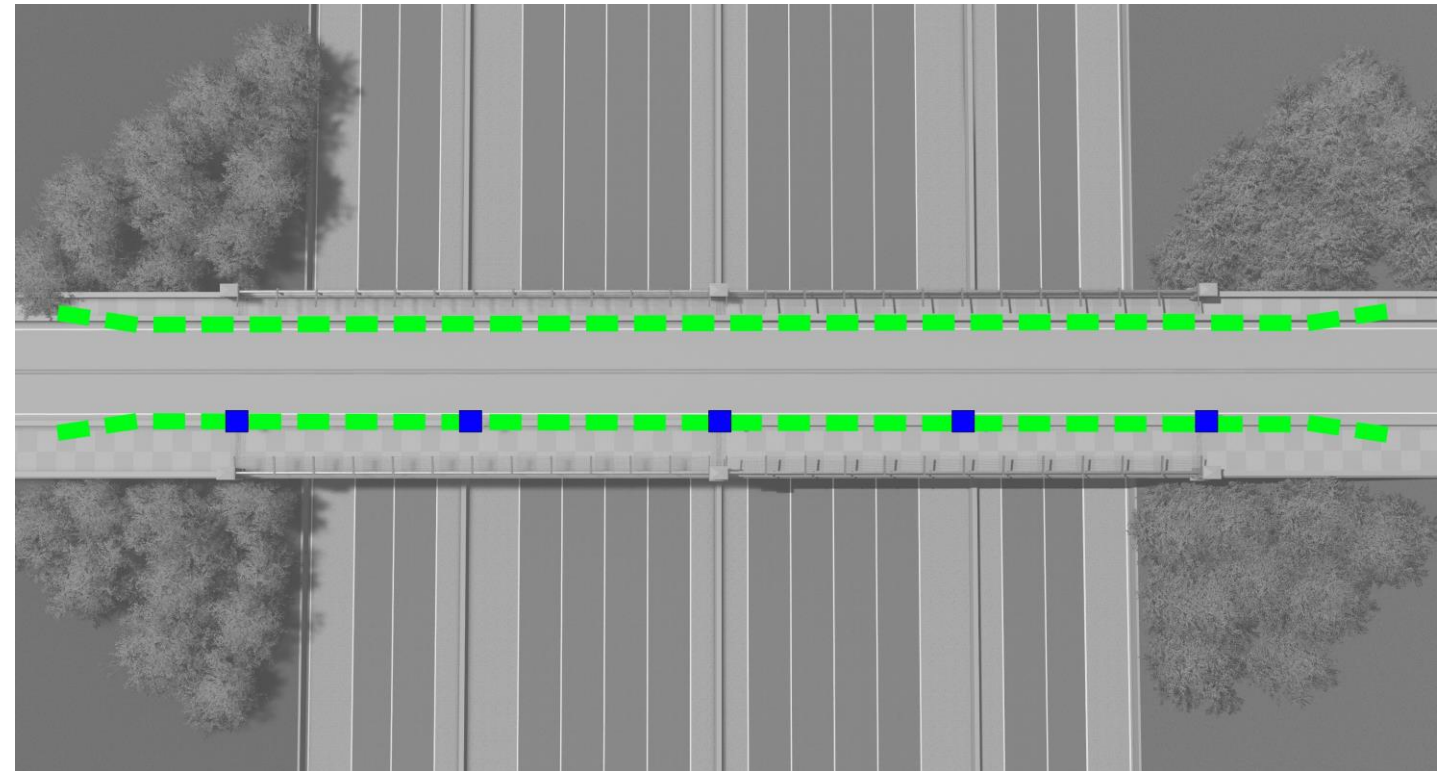


LARGE COLUMN DETAIL





Spalding Drive Bridge



Pitts Road Bridge

Legend



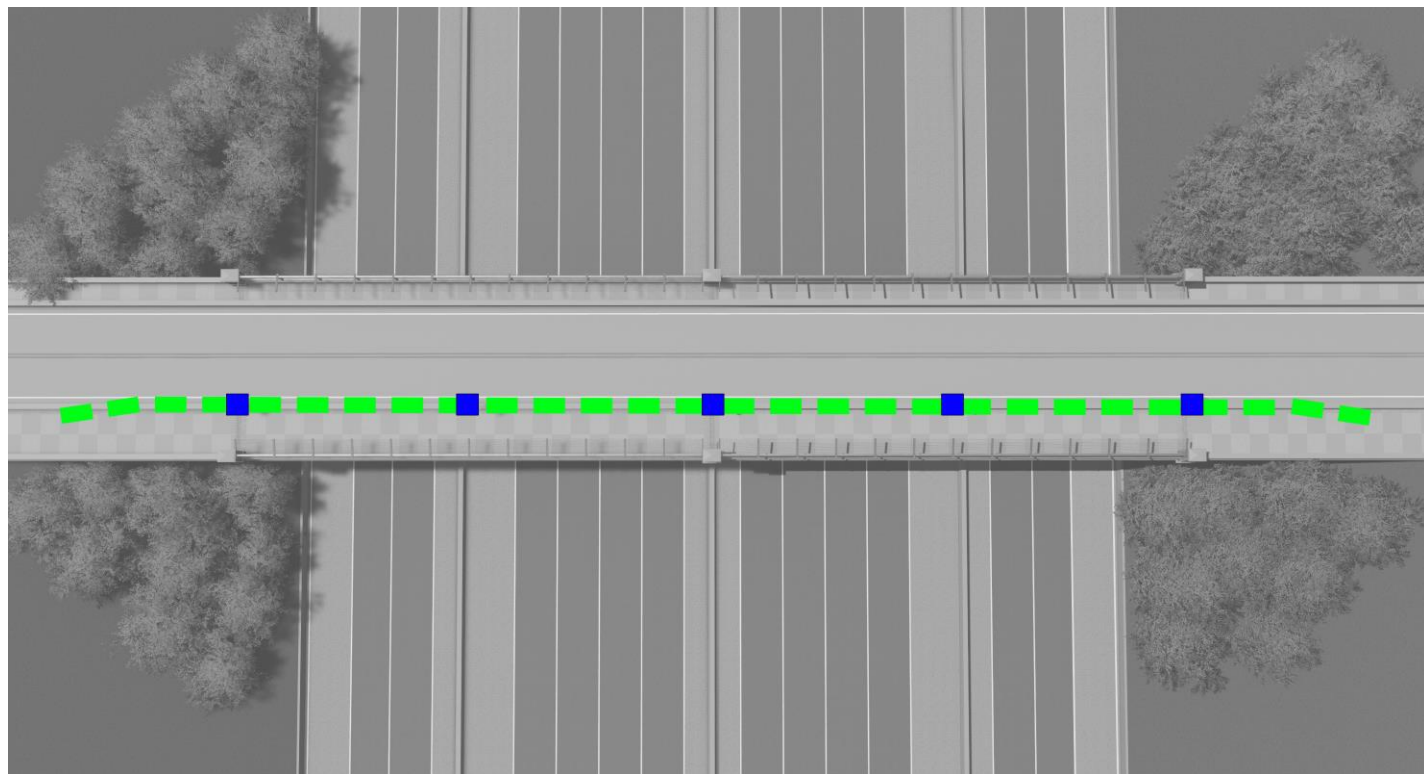
Interior Barrier Wall location



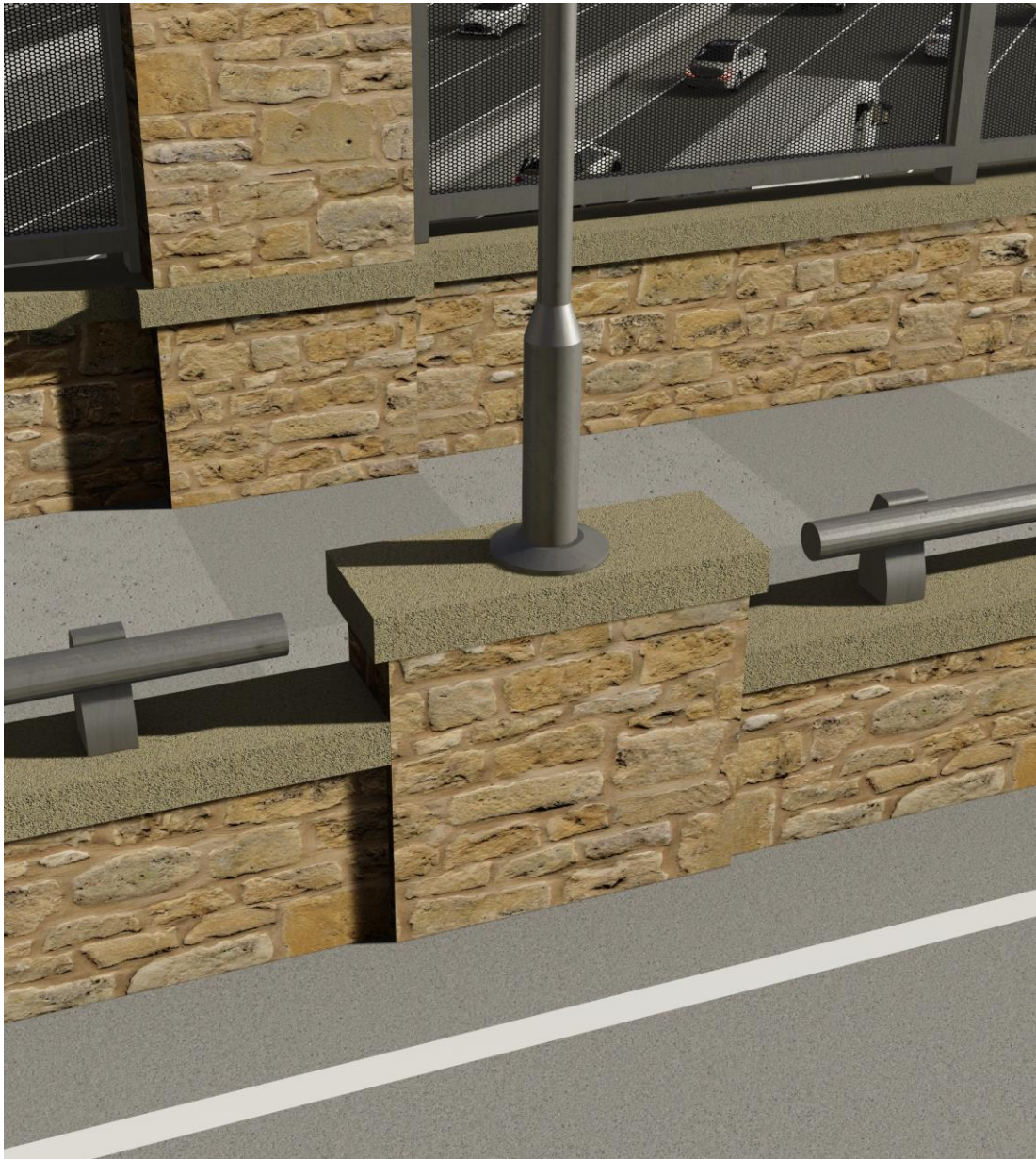
Small Column Location

NOTE:

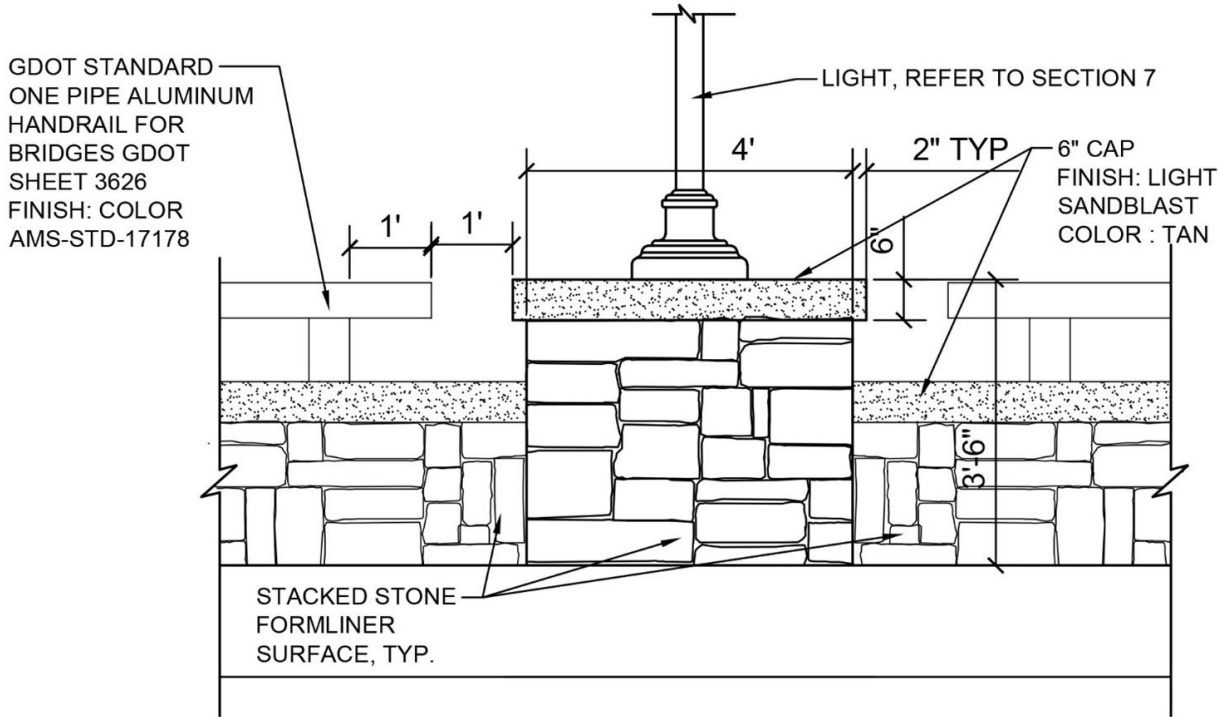
- Small Columns to be located in interior barrier wall adjacent to multi-use trail
- Small Columns to have stacked stone formliner all sides
- Small Columns to be at pedestrian light pole locations
Refer to Section 7 Lighting
- Refer to Special Provisions for texture and color requirements



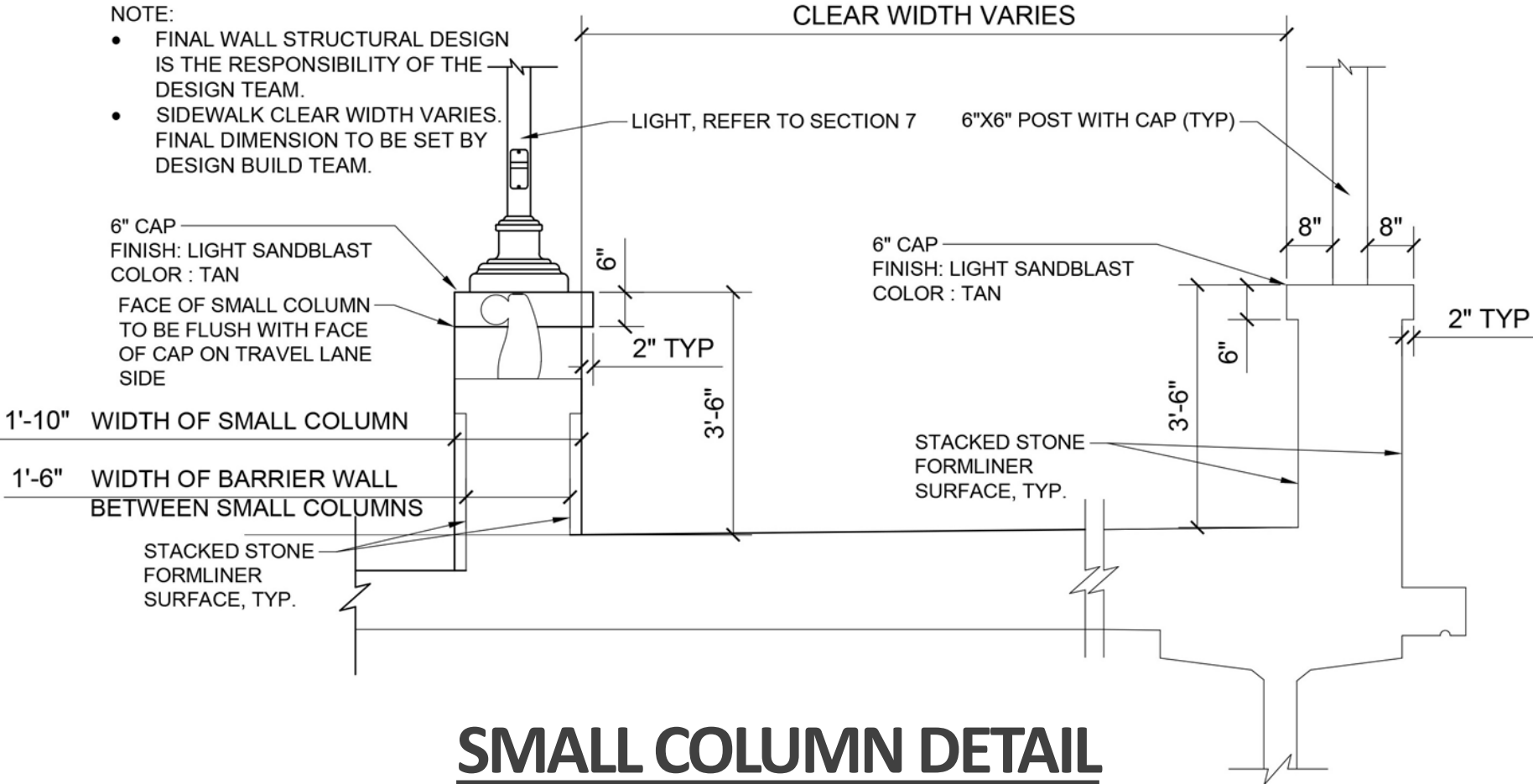
Roberts Drive Bridge



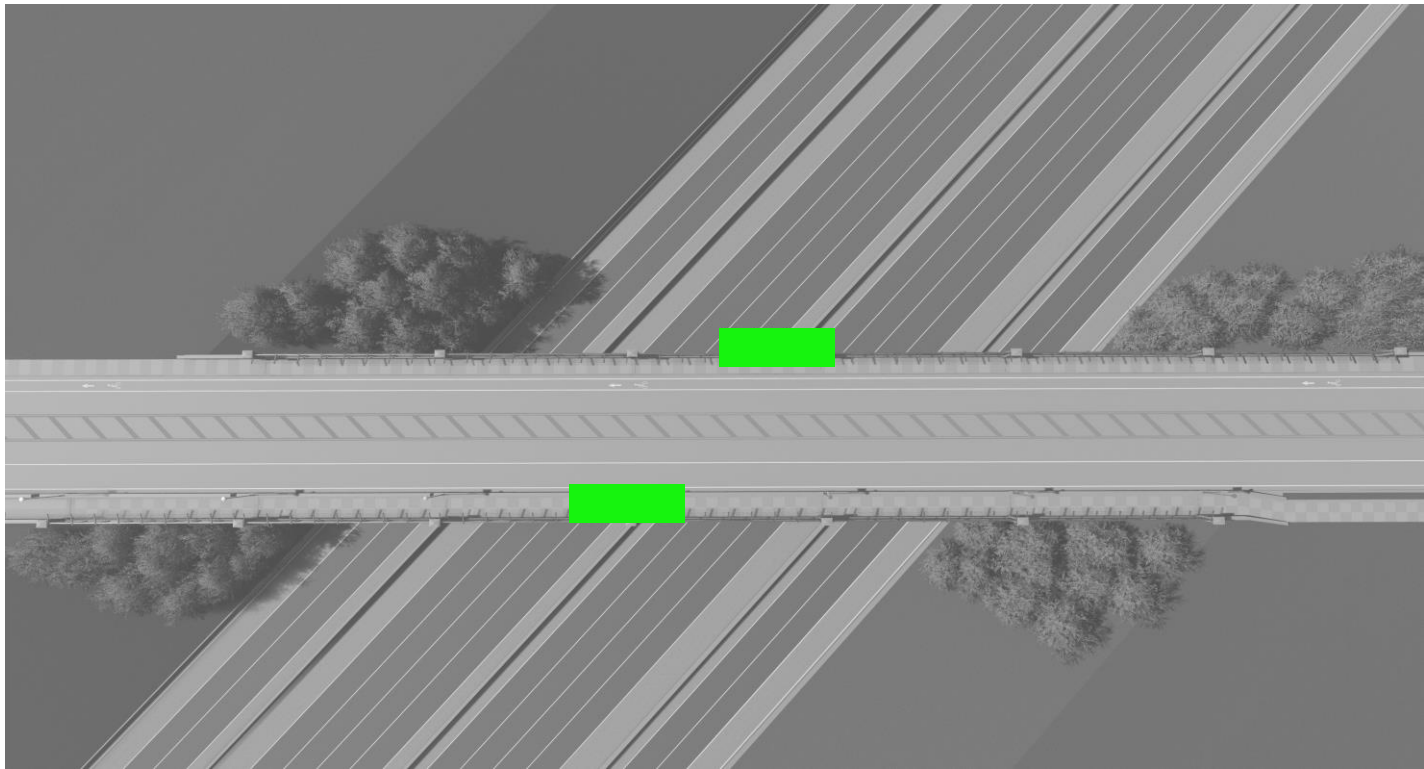
SMALL COLUMN RENDERING



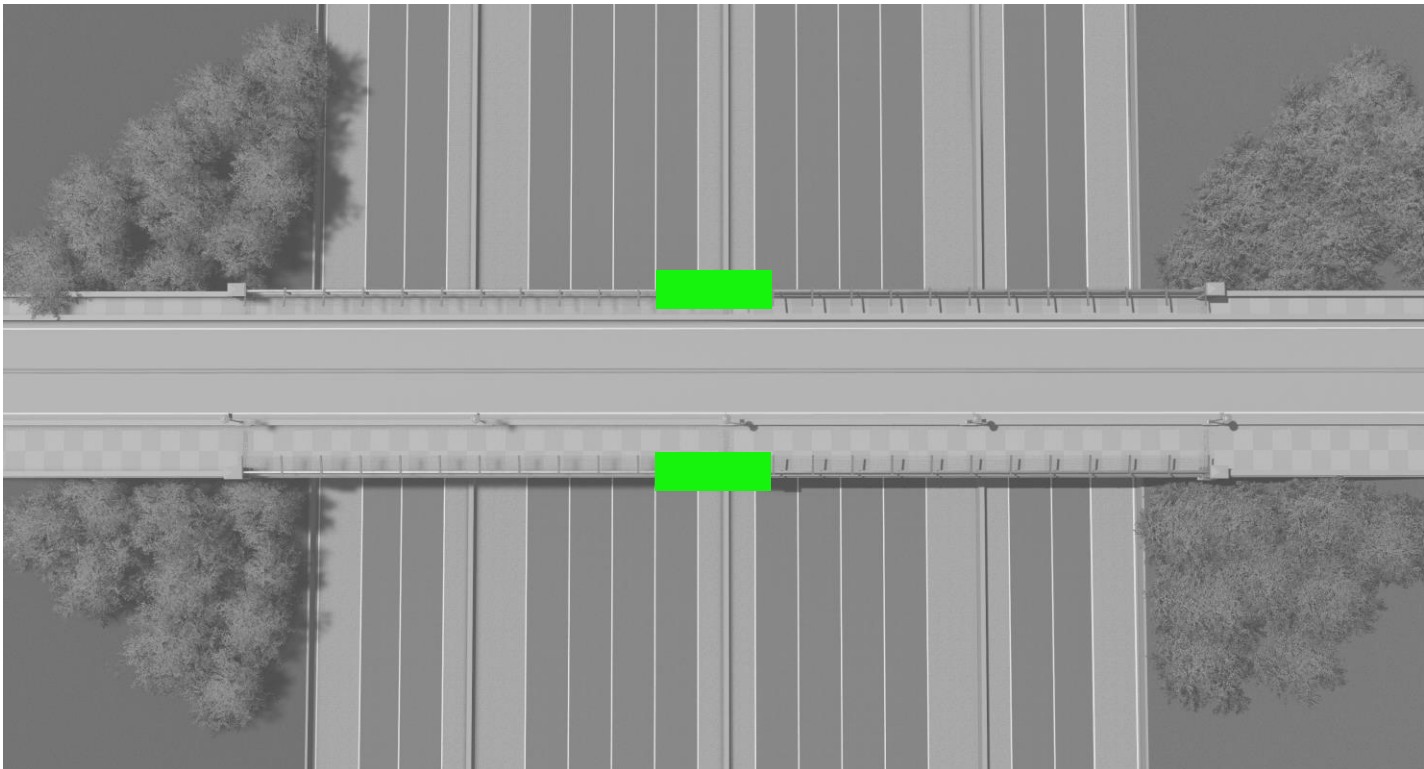
- NOTE:
- FINAL WALL STRUCTURAL DESIGN IS THE RESPONSIBILITY OF THE DESIGN TEAM.
 - SIDEWALK CLEAR WIDTH VARIES. FINAL DIMENSION TO BE SET BY DESIGN BUILD TEAM.



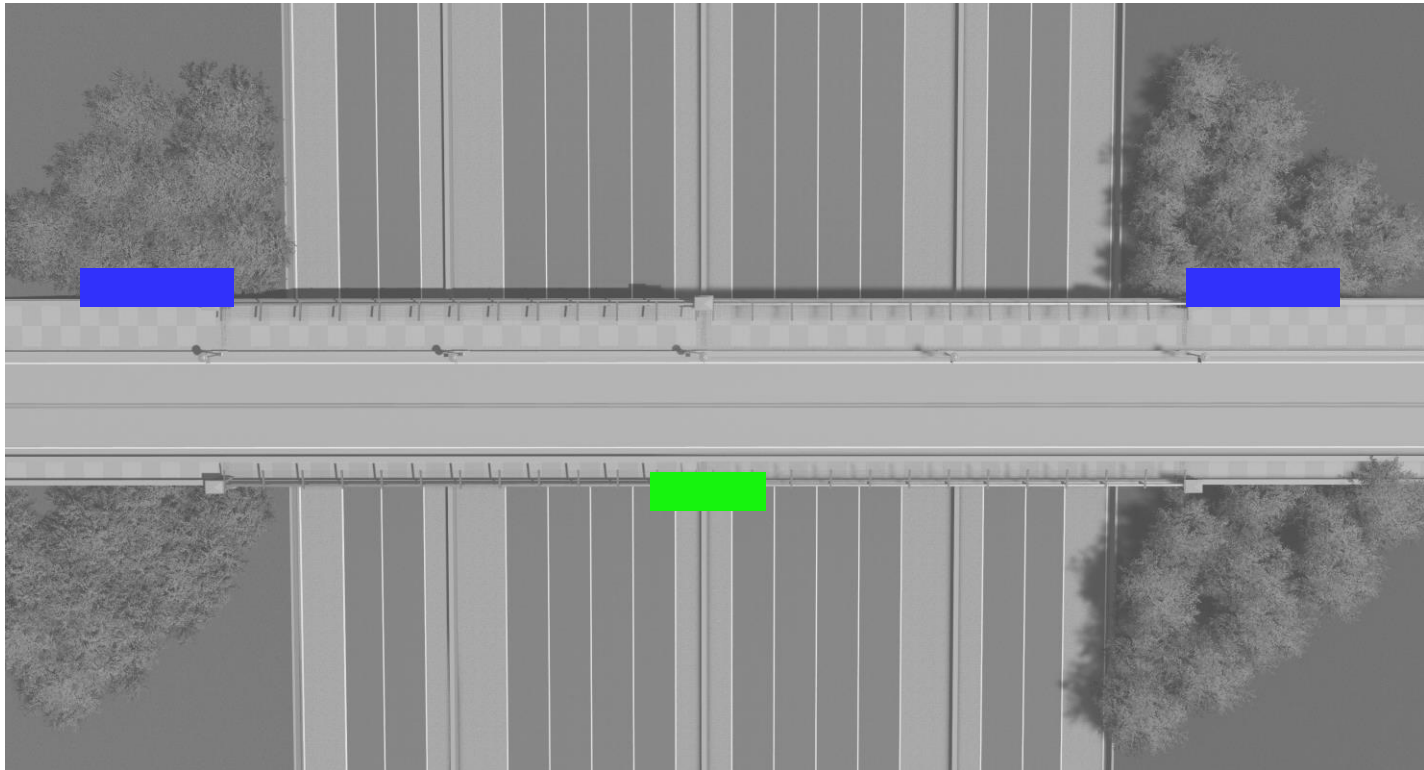
SMALL COLUMN DETAIL



Spalding Drive Bridge



Pitts Road Bridge



Roberts Drive Bridge

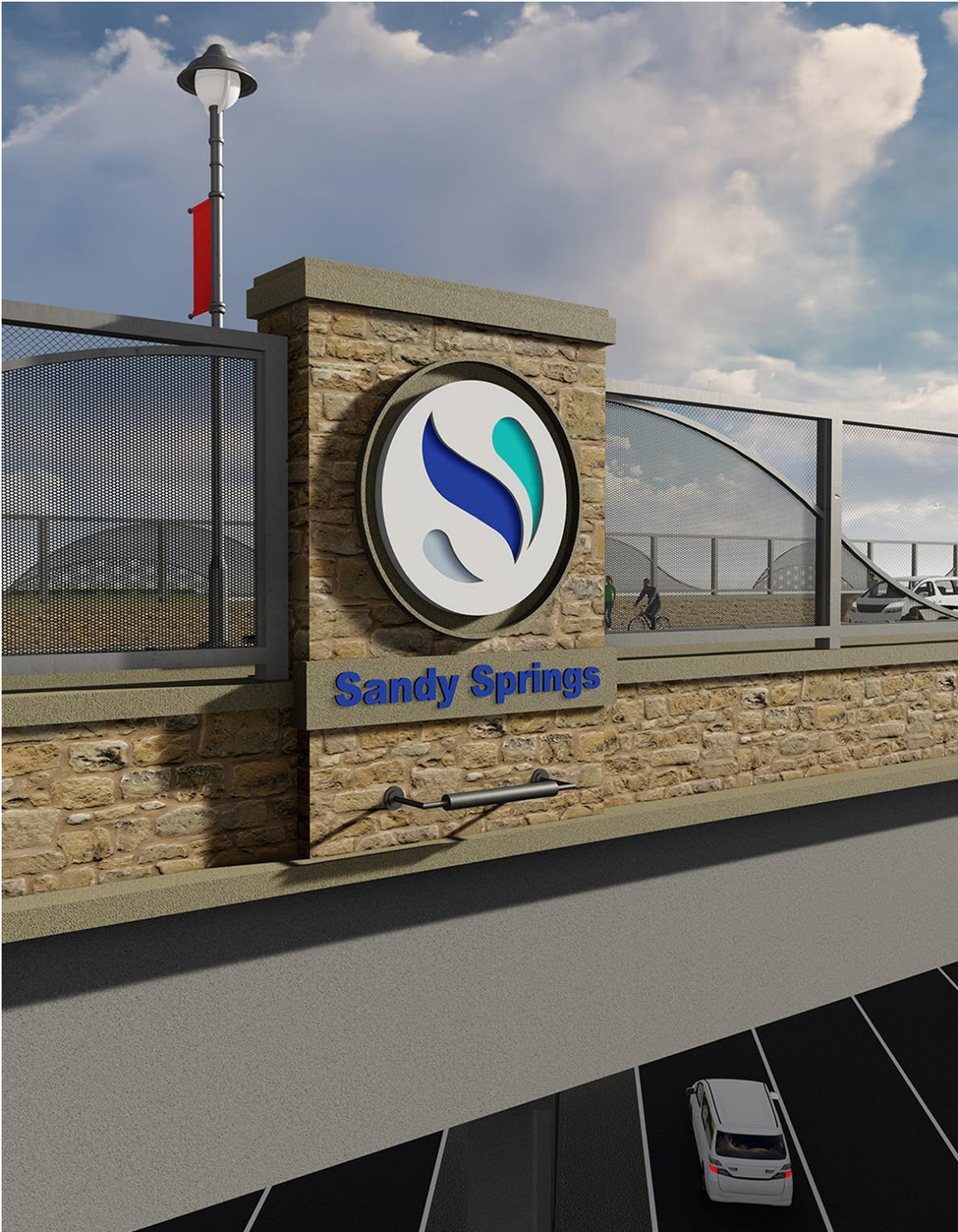
Legend

-  Center Logo Column Location
-  End Logo Column Location

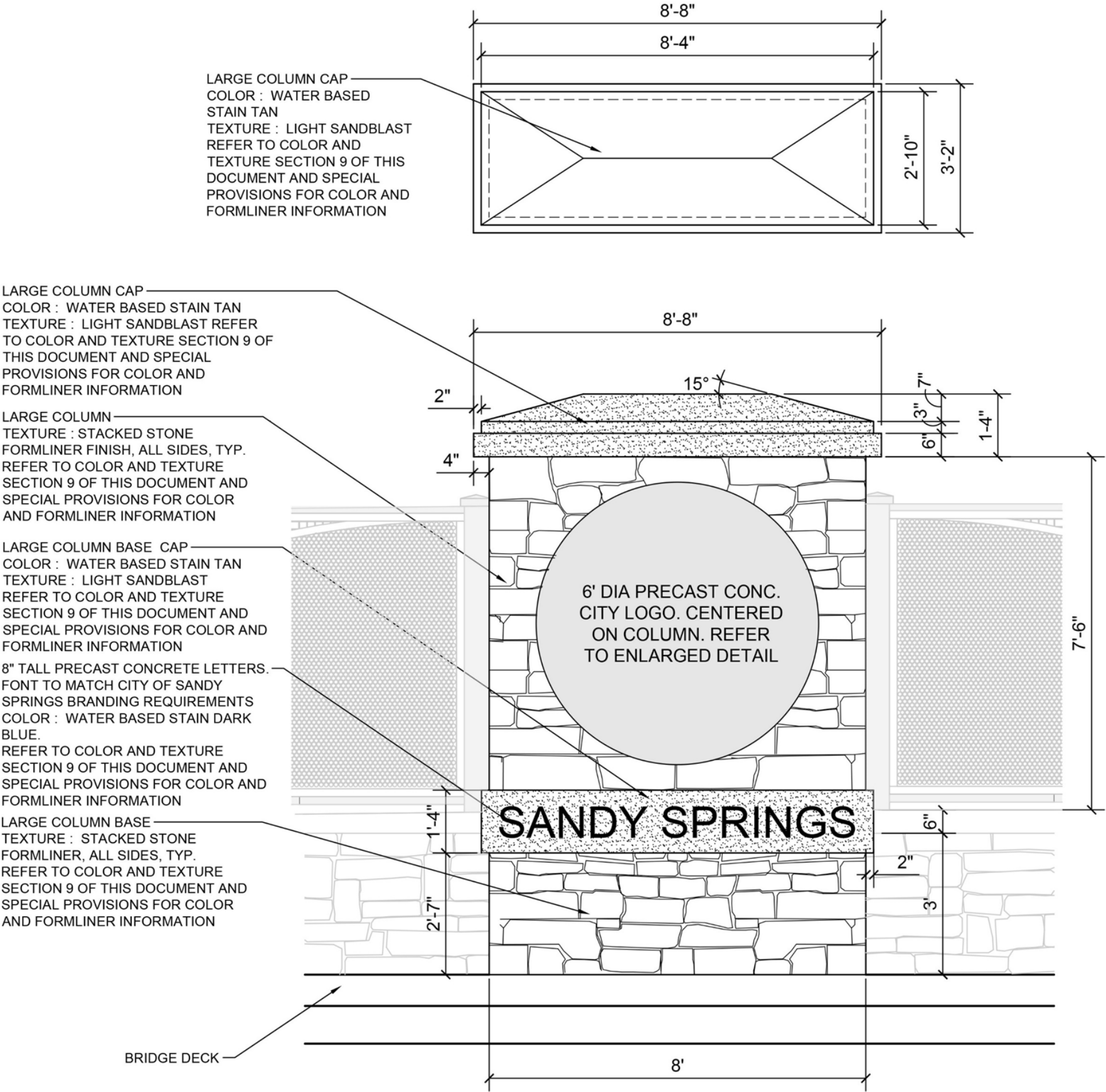
NOTE:

- Center logo column to have logo medallion on SR 400 facing side only
- End logo column to have logo medallion on both sides of column
- Refer to Section 7 Lighting
- Refer to Special Provisions for texture and color requirements

Columns : Section 4

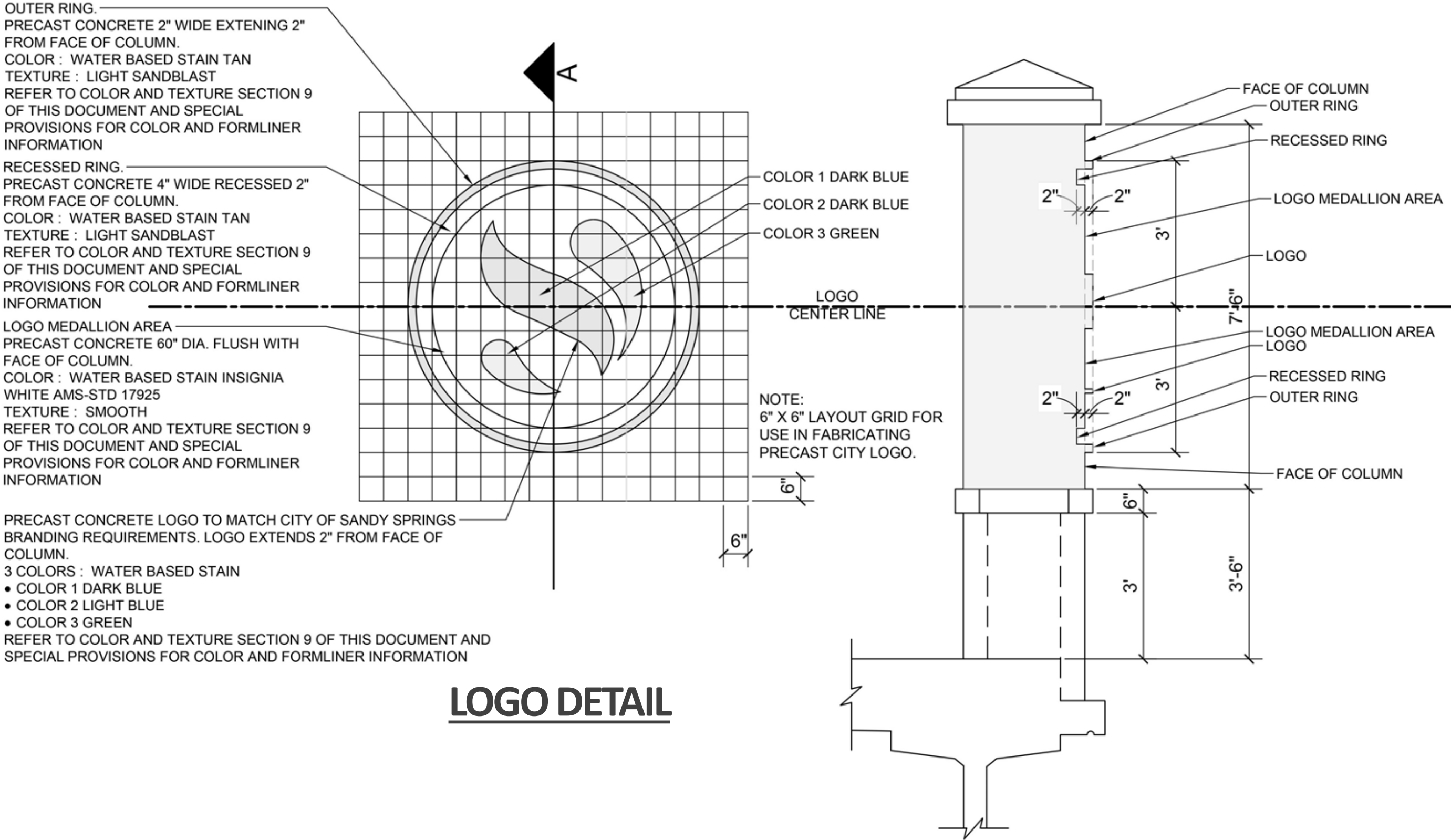


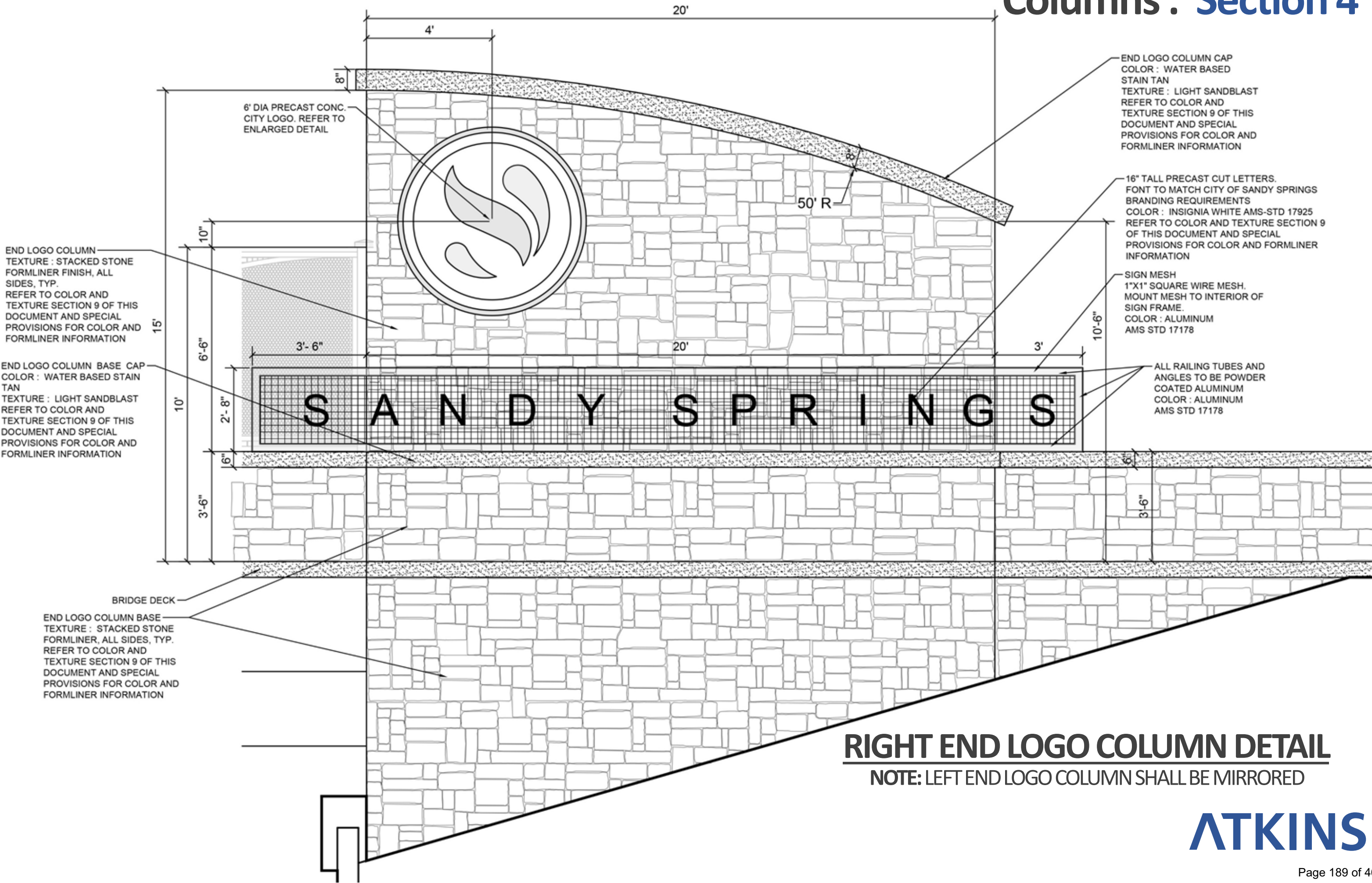
CENTER LOGO COLUMN RENDERING



CENTER LOGO COLUMN DETAIL







RIGHT END LOGO COLUMN DETAIL

NOTE: LEFT END LOGO COLUMN SHALL BE MIRRORED



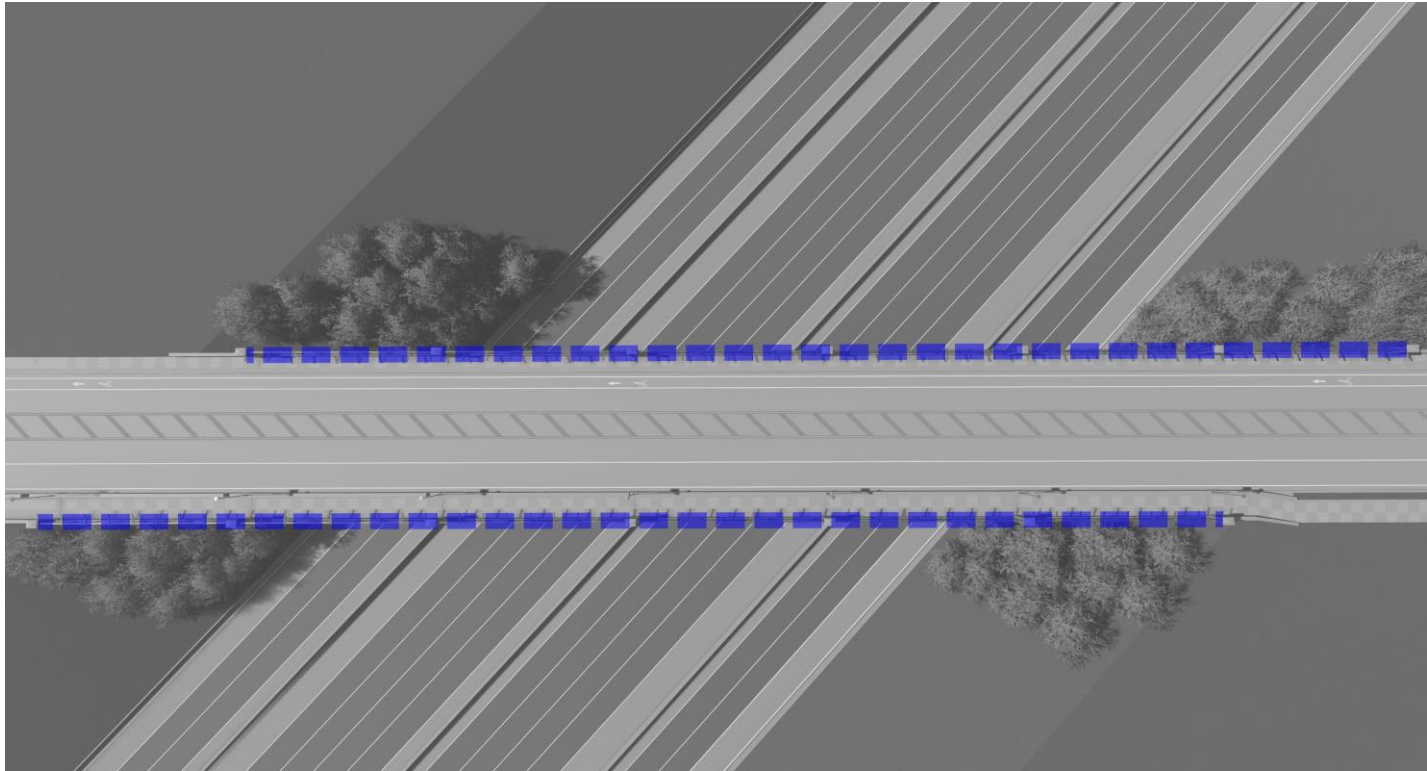
RIGHT END LOGO COLUMN RENDERING

NOTE: LEFT END LOGO COLUMN SHALL BE MIRRORED

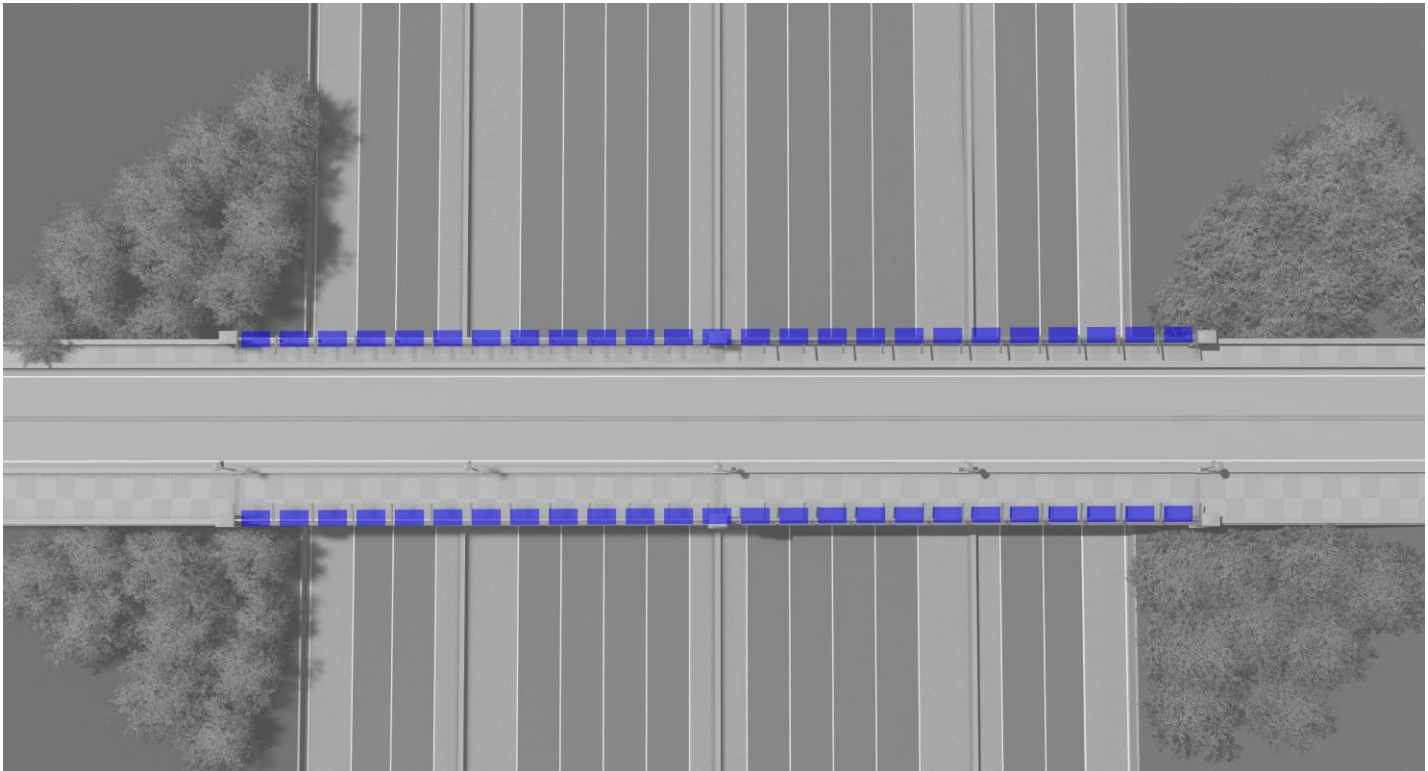


RIGHT END LOGO COLUMN LIGHTING RENDERING

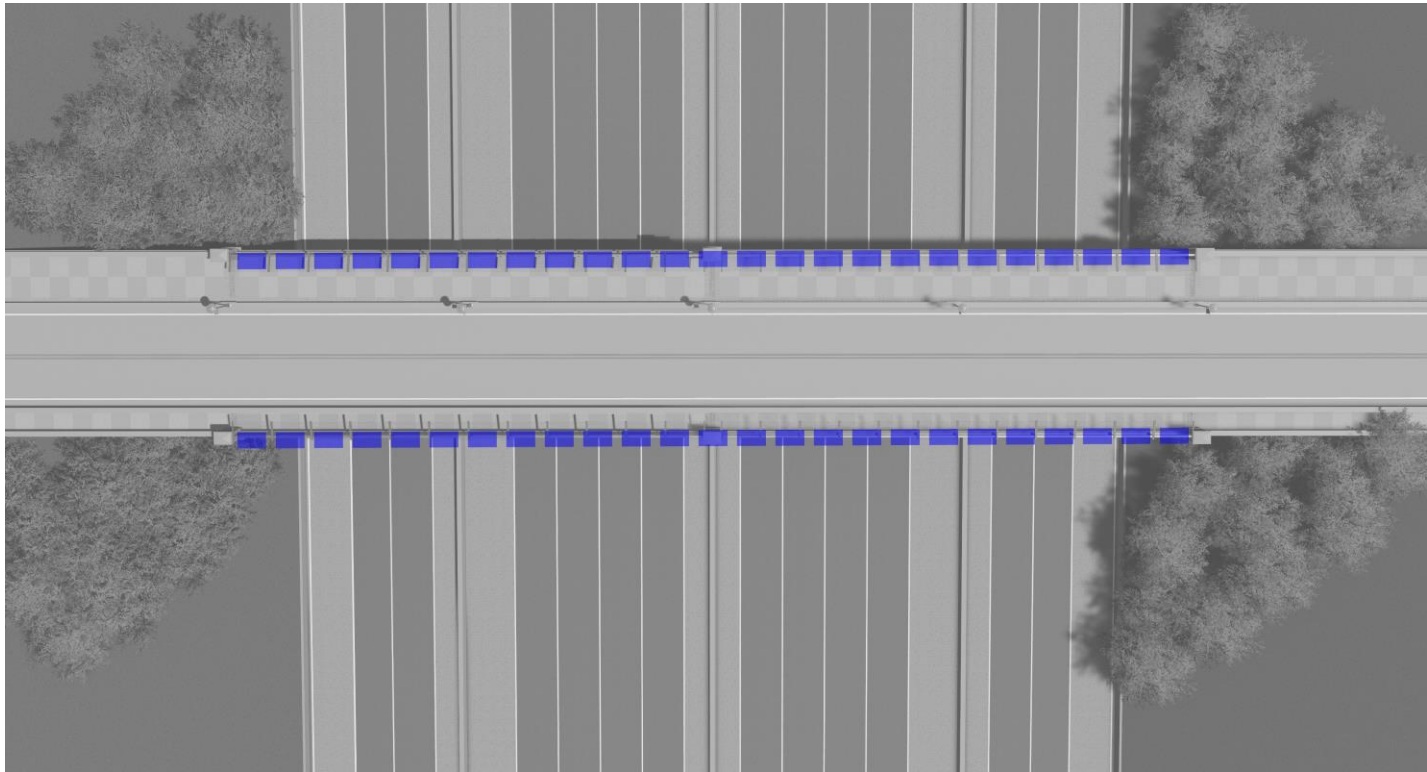
Decorative Railings : **Section 5**



Spalding Drive Bridge



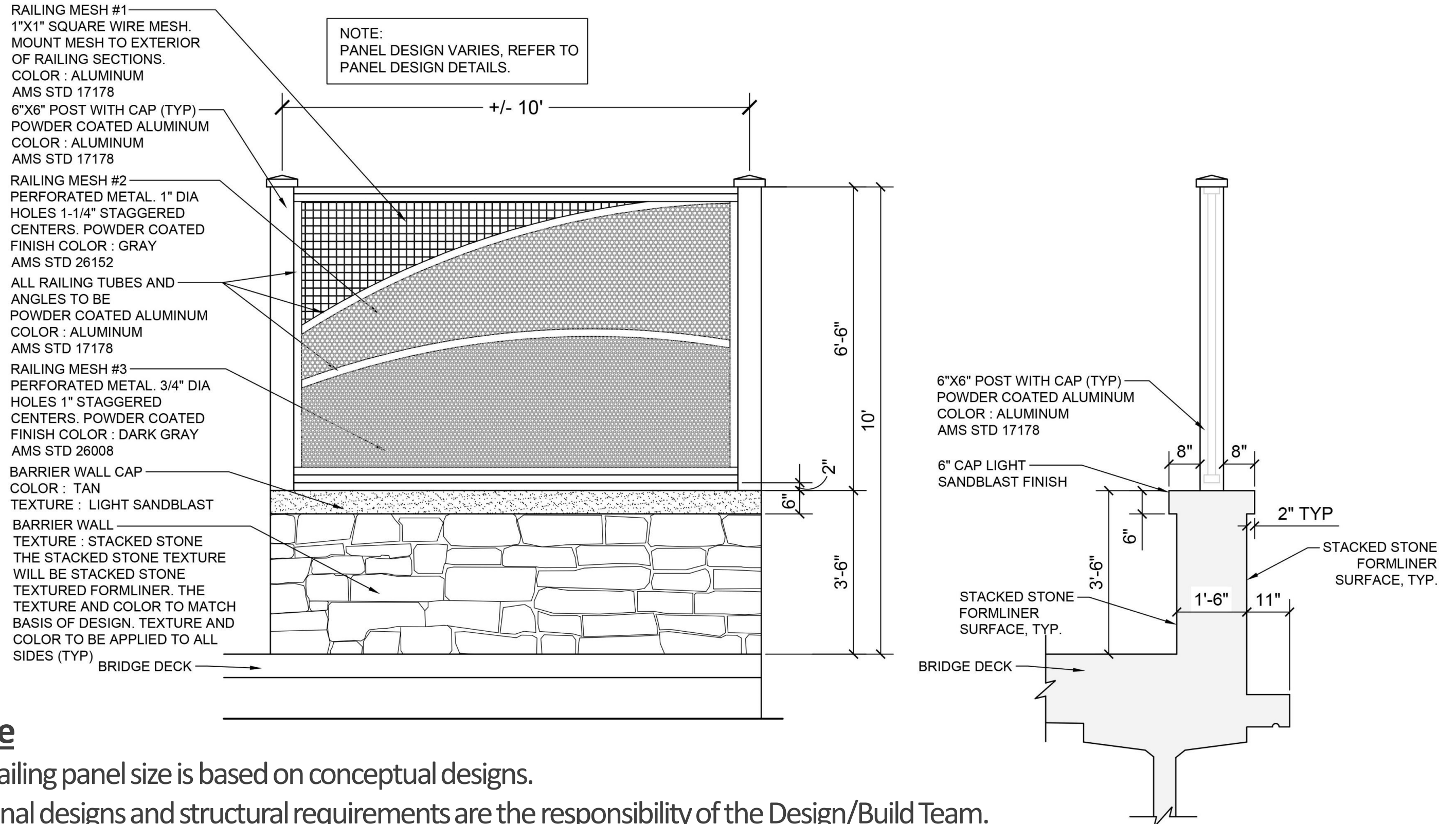
Pitts Road Bridge



Roberts Drive Bridge

Legend
 **Decorative Railing**

Decorative Railings : Section 5

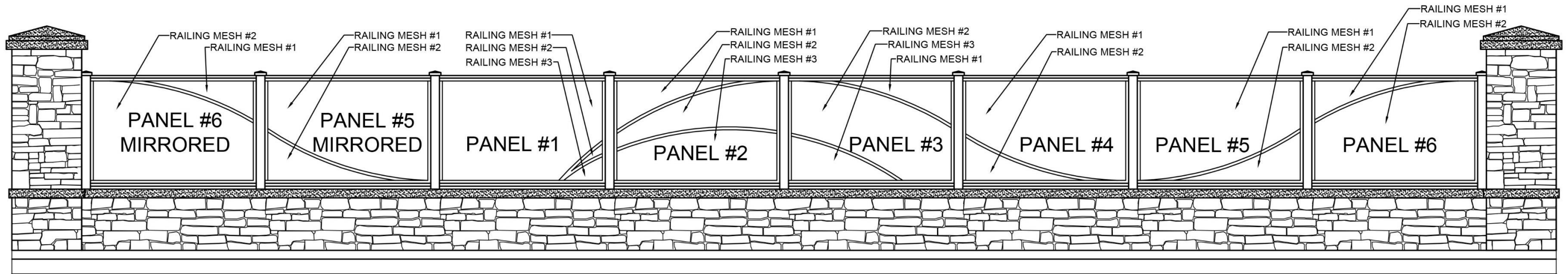


Note

- Railing panel size is based on conceptual designs.
- Final designs and structural requirements are the responsibility of the Design/Build Team.

DECORATIVE RAILING DETAIL

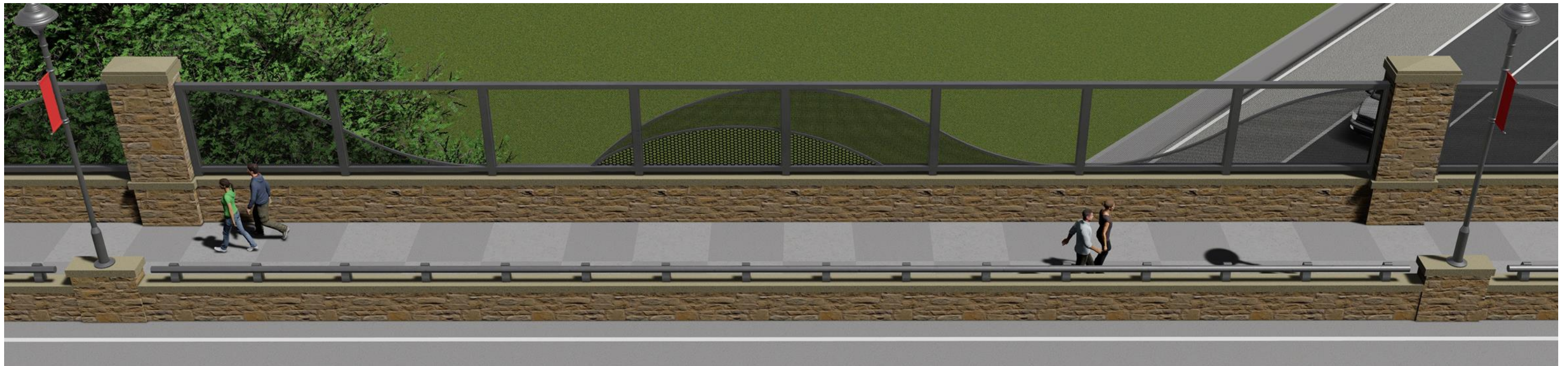
Decorative Railings : Section 5



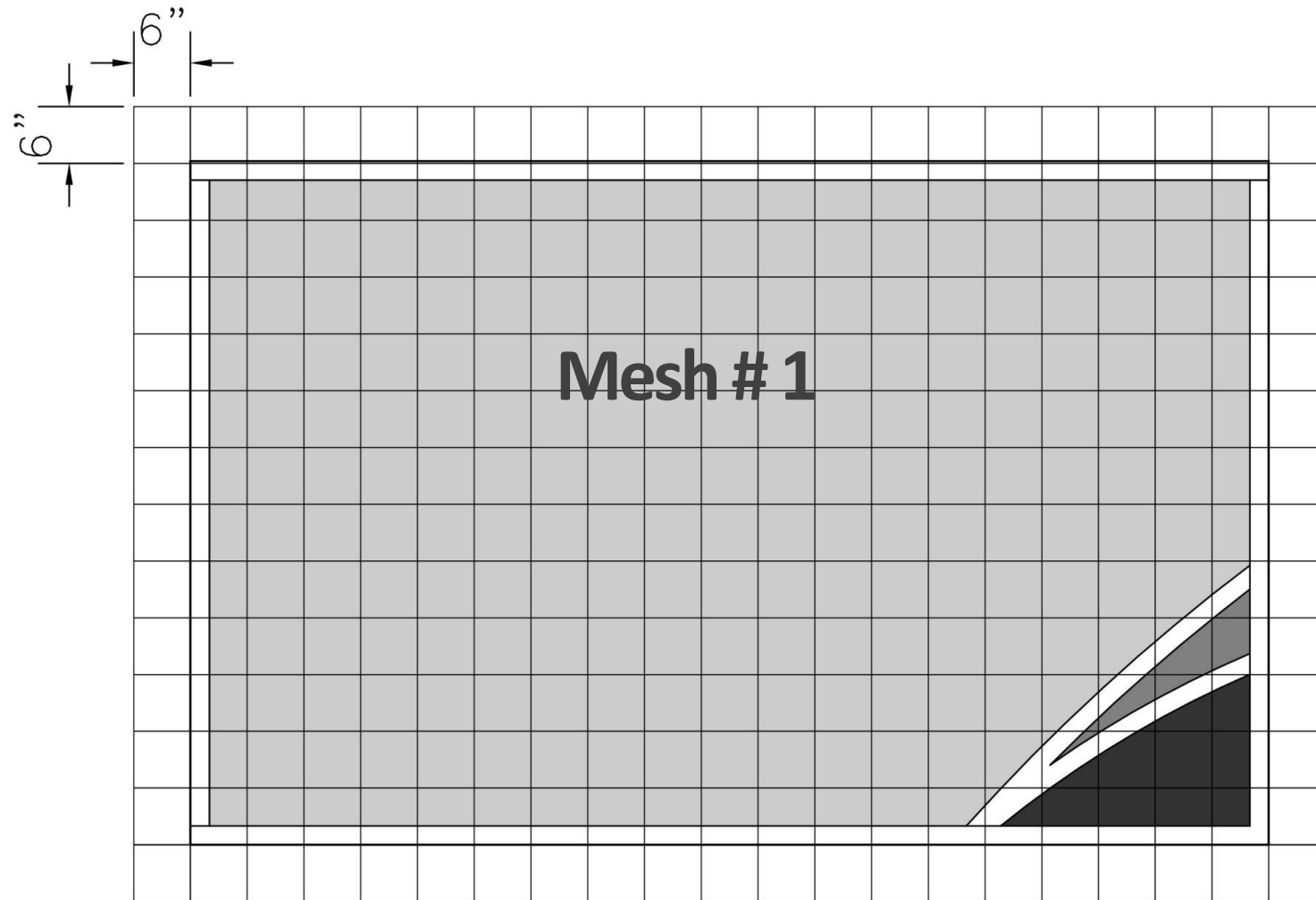
Note

- Railing panel size is based on conceptual designs
- Panels are illustrated from street side of railing
- Final designs and structural requirements are the responsibility of the Design/Build Team

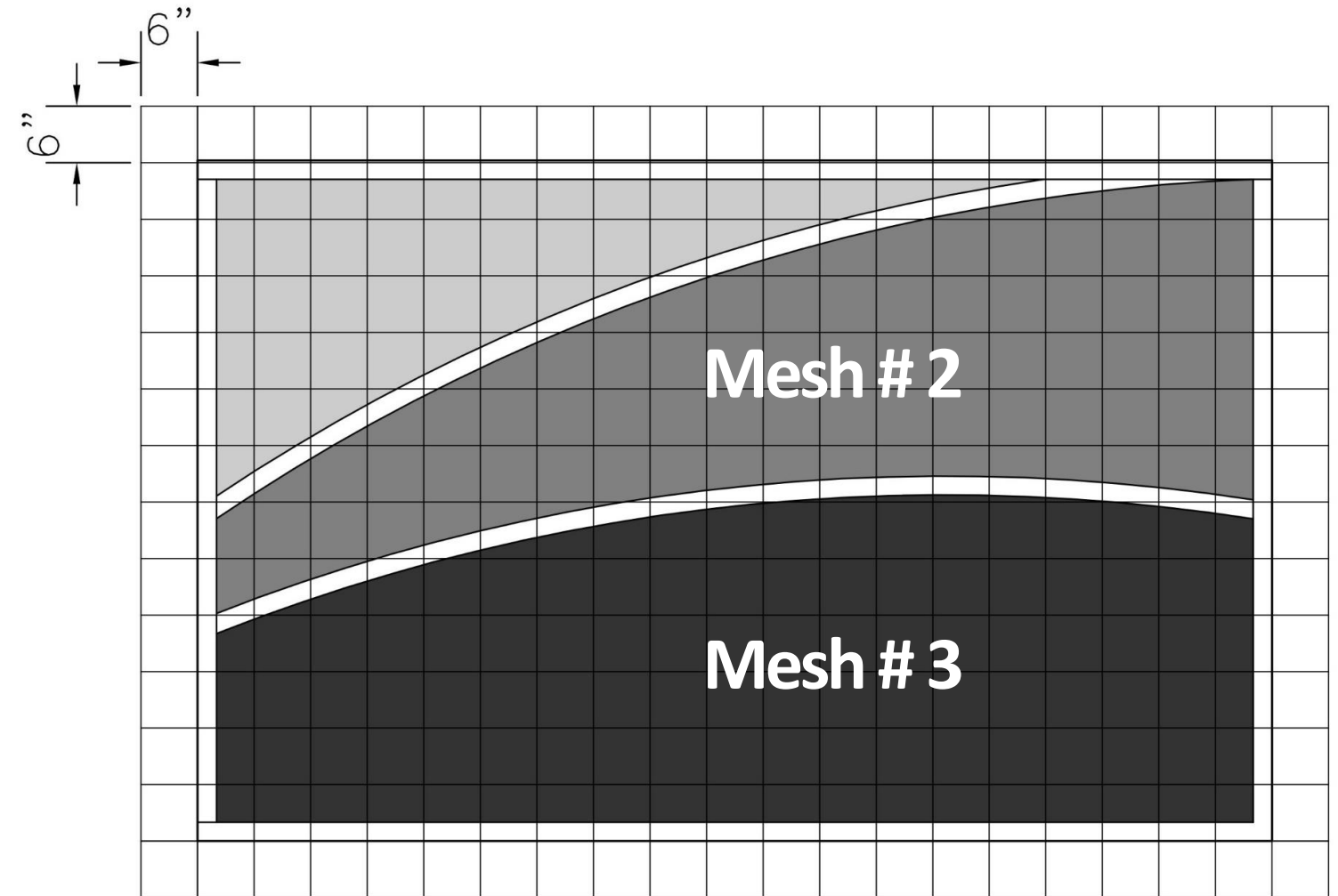
DECORATIVE RAILING PANEL KEY



DECORATIVE RAILING RENDERING



PANEL #1

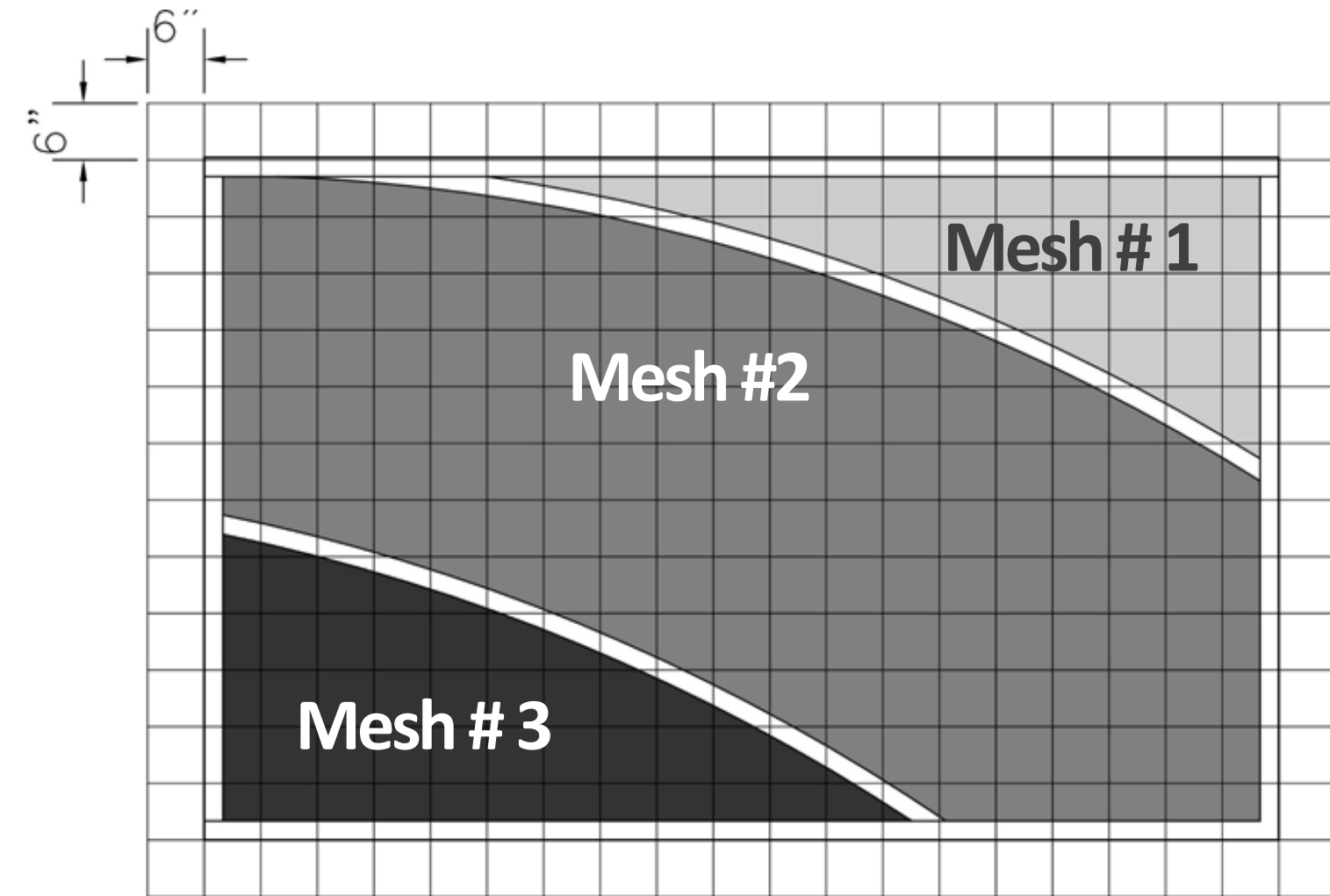


PANEL #2

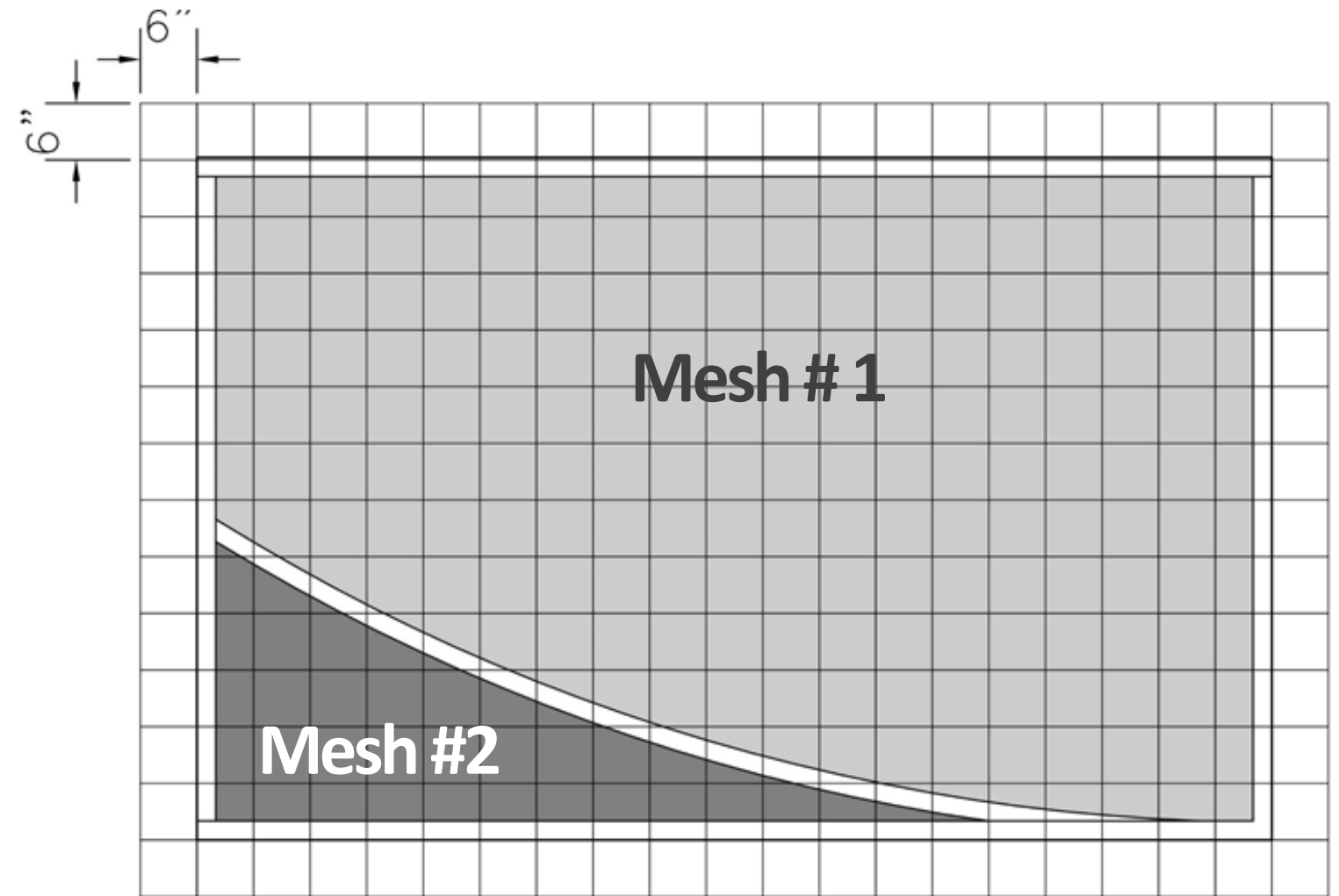
Note

- Railing panel size is based on conceptual designs
- 6" x 6" layout grid provided to aid in panel fabrication
- Refer to Panel Key on prior page for panel location
- Final designs and structural requirements are the responsibility of the Design/Build Team

DECORATIVE RAILING PANEL DETAILS



PANEL #3

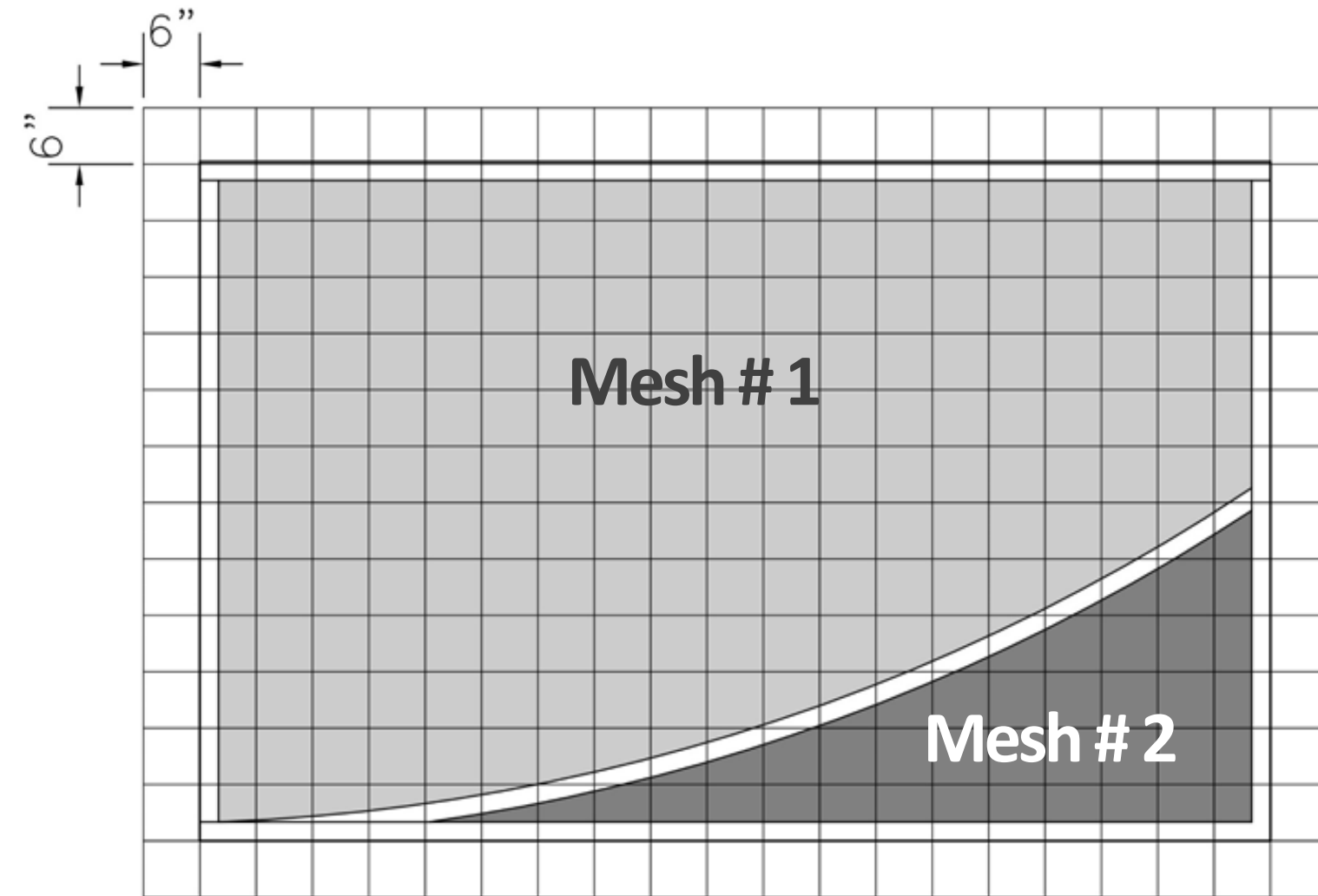


PANEL #4

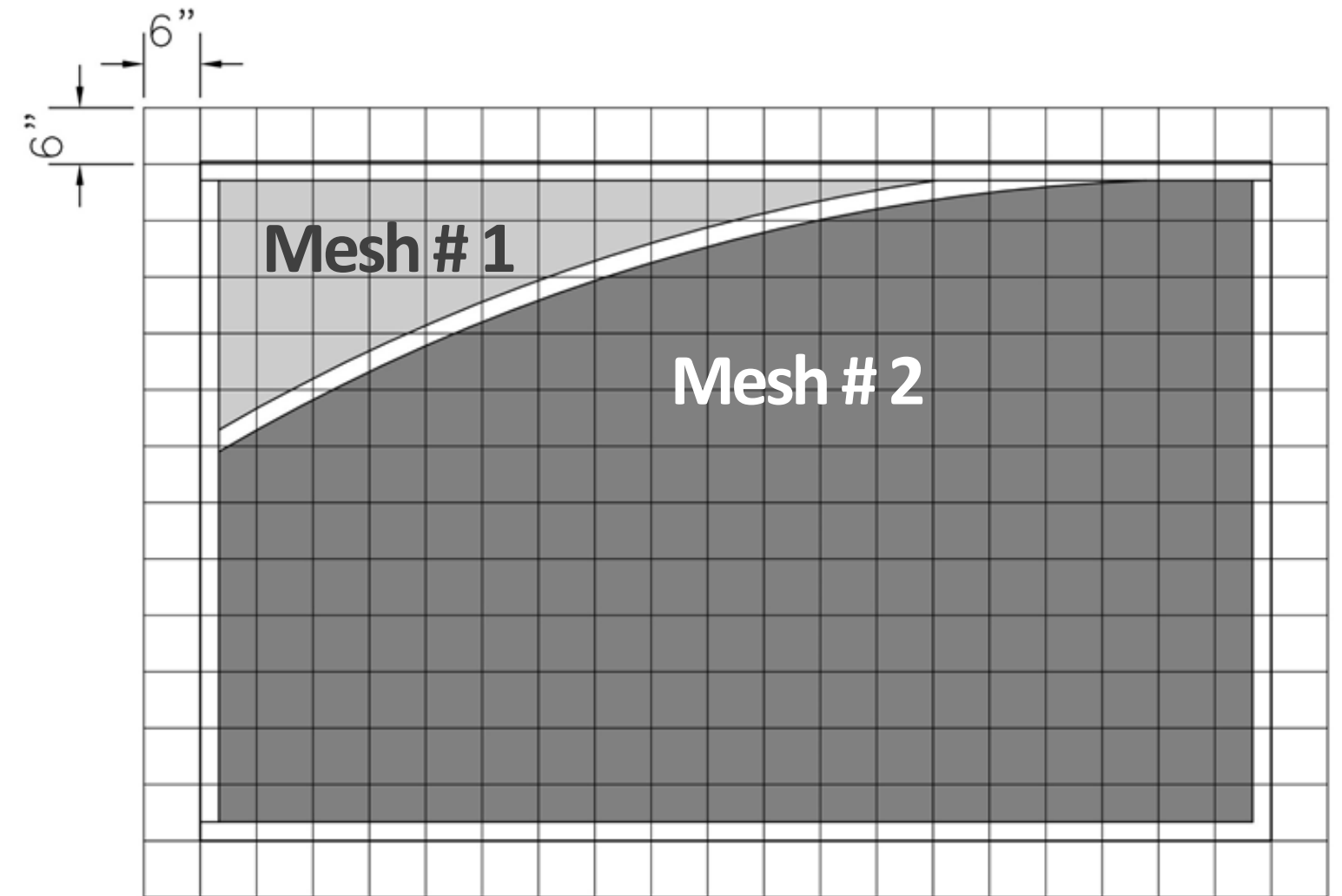
Note

- Railing panel size is based on conceptual designs
- 6" x 6" layout grid provided to aid in panel fabrication
- Refer to Panel Key on prior page for panel location
- Final designs and structural requirements are the responsibility of the Design/Build Team

DECORATIVE RAILING PANEL DETAILS



PANEL #5

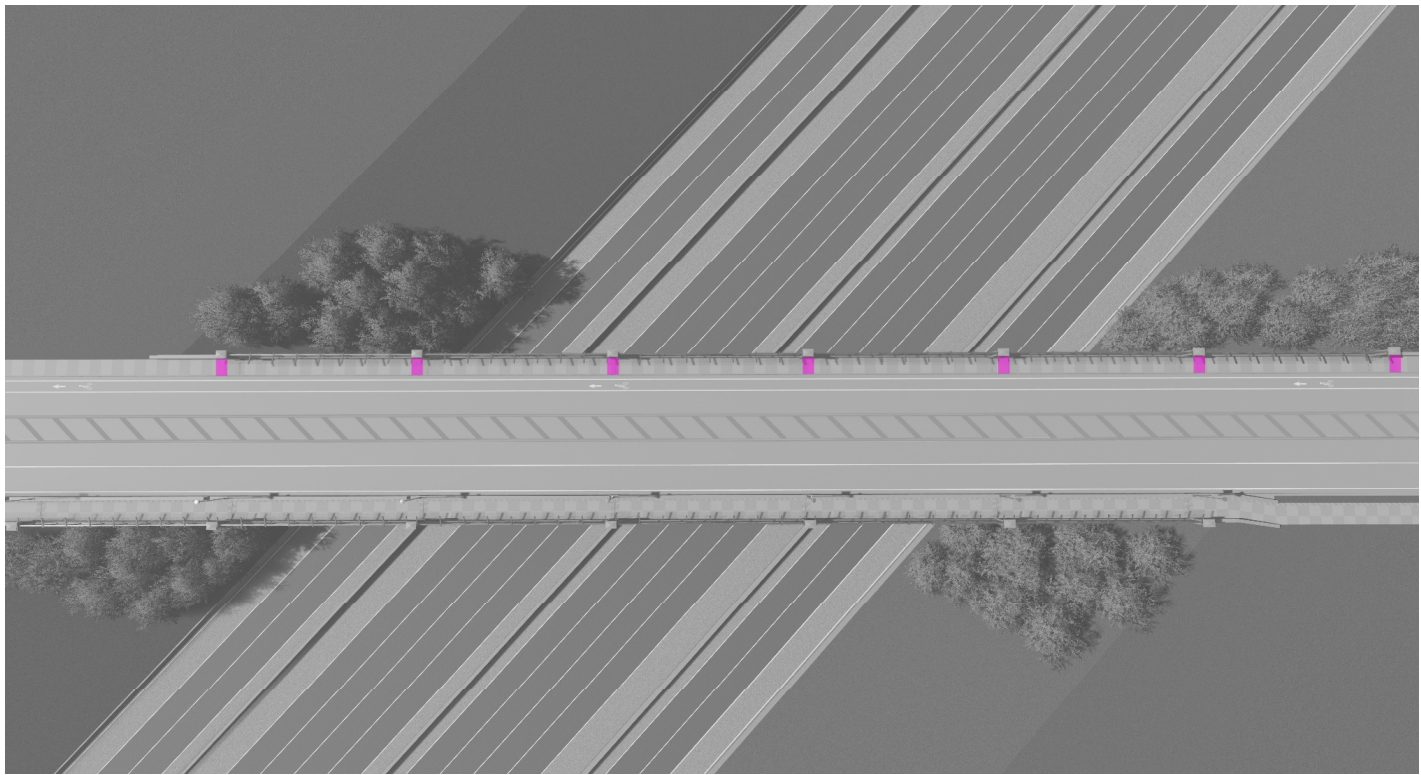


PANEL #6

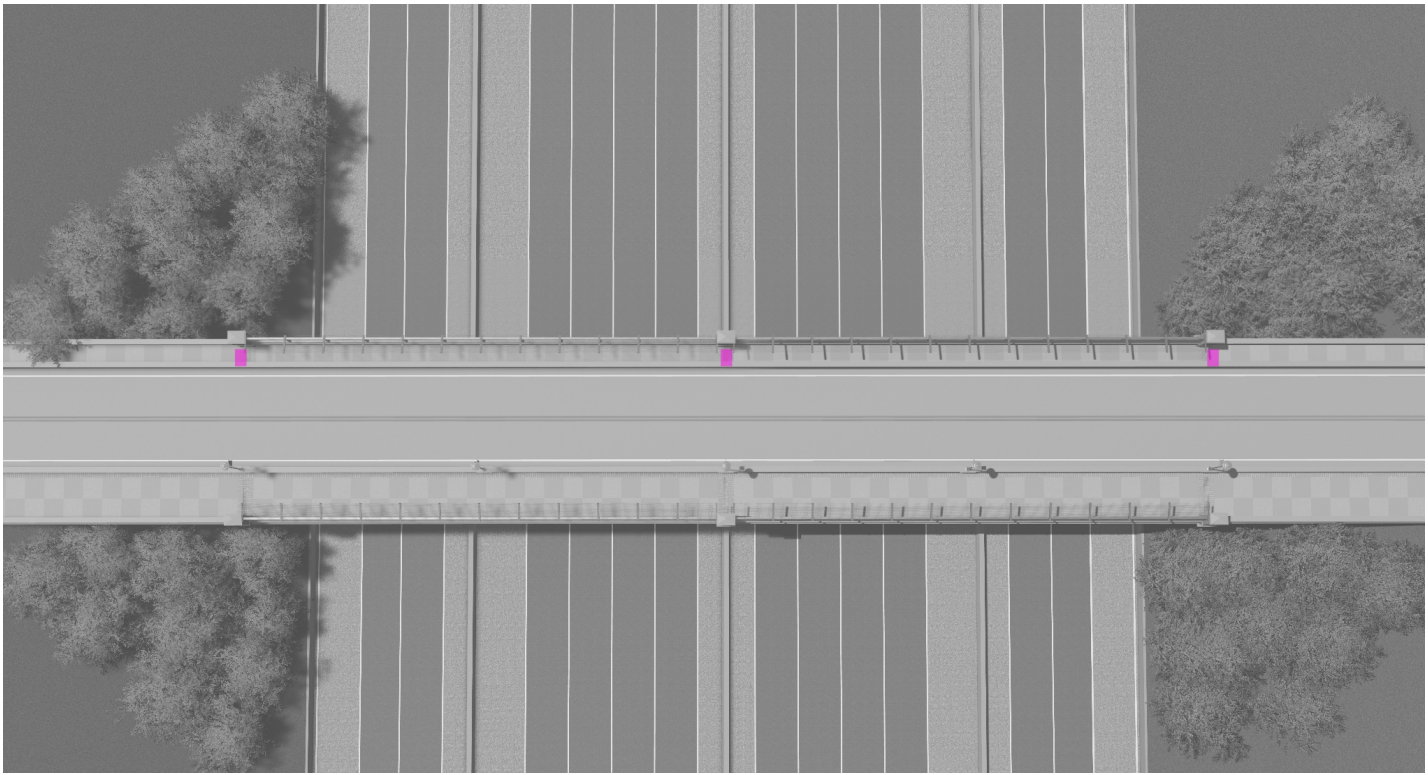
Note

- Railing panel size is based on conceptual designs
- 6" x 6" layout grid provided to aid in panel fabrication
- Refer to Panel Key on prior page for panel location
- Final designs and structural requirements are the responsibility of the Design/Build Team

DECORATIVE RAILING PANEL DETAILS



Spalding Drive Bridge



Pitts Road Bridge

Legend

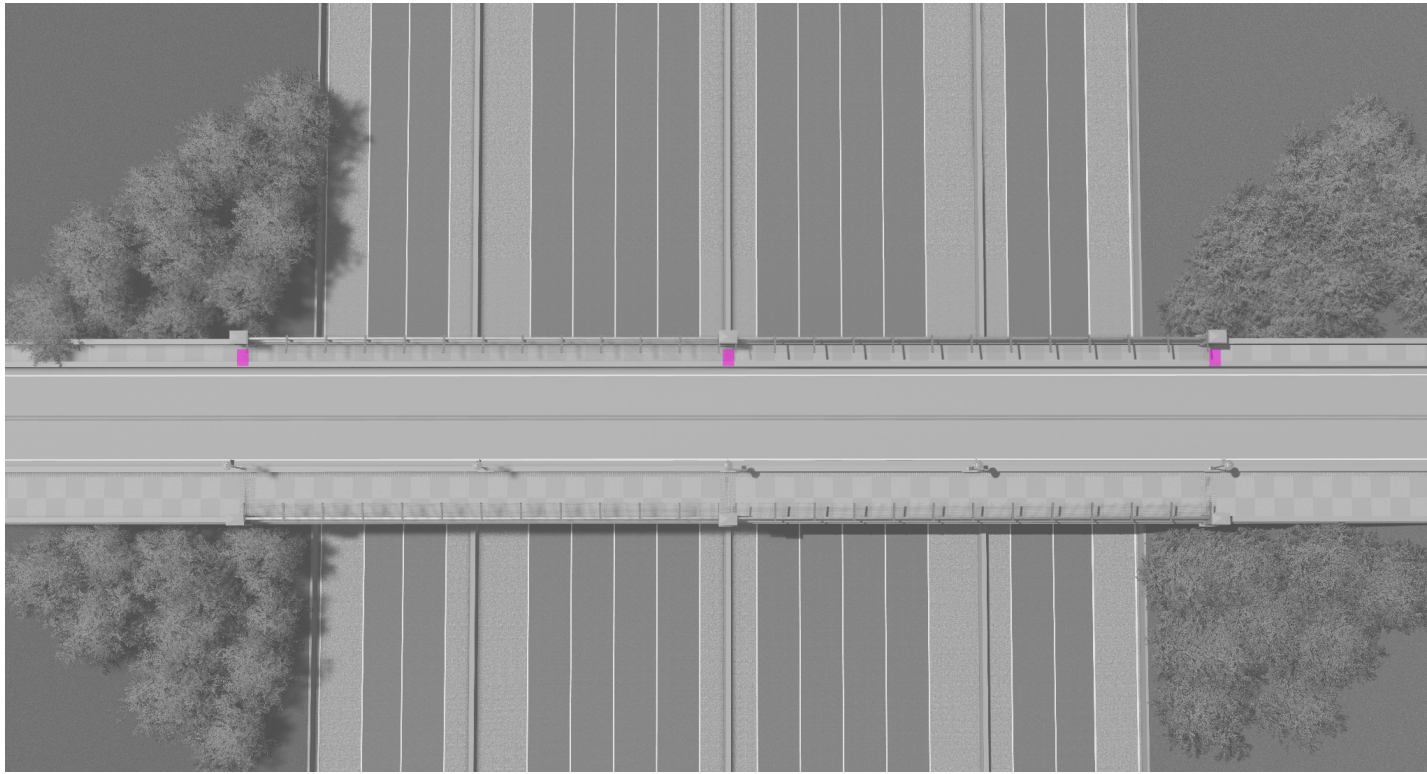


Banding centered on columns

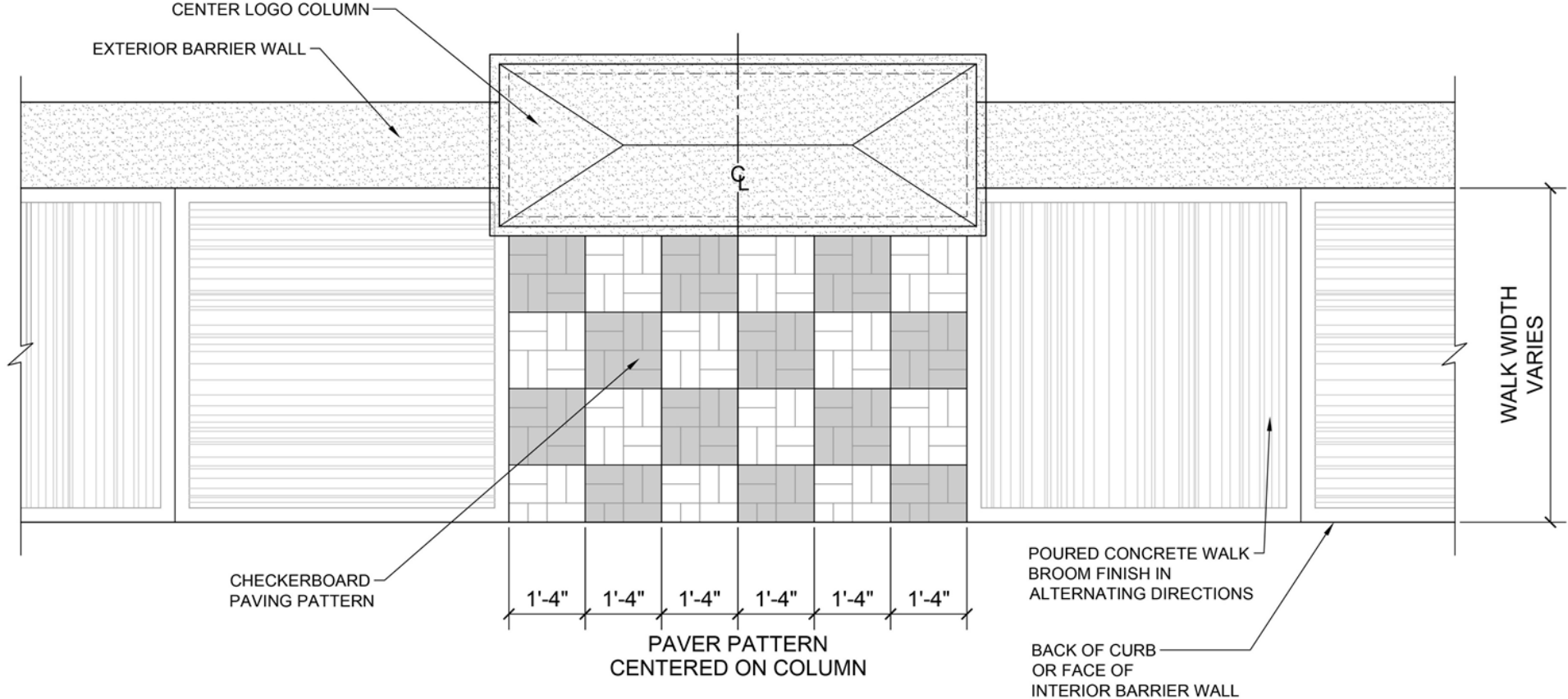
NOTE:

Specialty paving shall be used in the pedestrian areas

- Plain grey concrete with light to medium broom finish in alternating directions
- Brick banding shall be centered on each column on the sidewalk side only, as indicated on the graphics this page. Brick banding shall **not** be used on multi-use trail
- Control joints should be equally spaced between banding as required
- Stamped concrete and concrete pavers are **not** acceptable materials due to undesirable and unauthentic color tones and finish produced by simulated brick materials
- Banding to be adjusted in final design process to match final plans

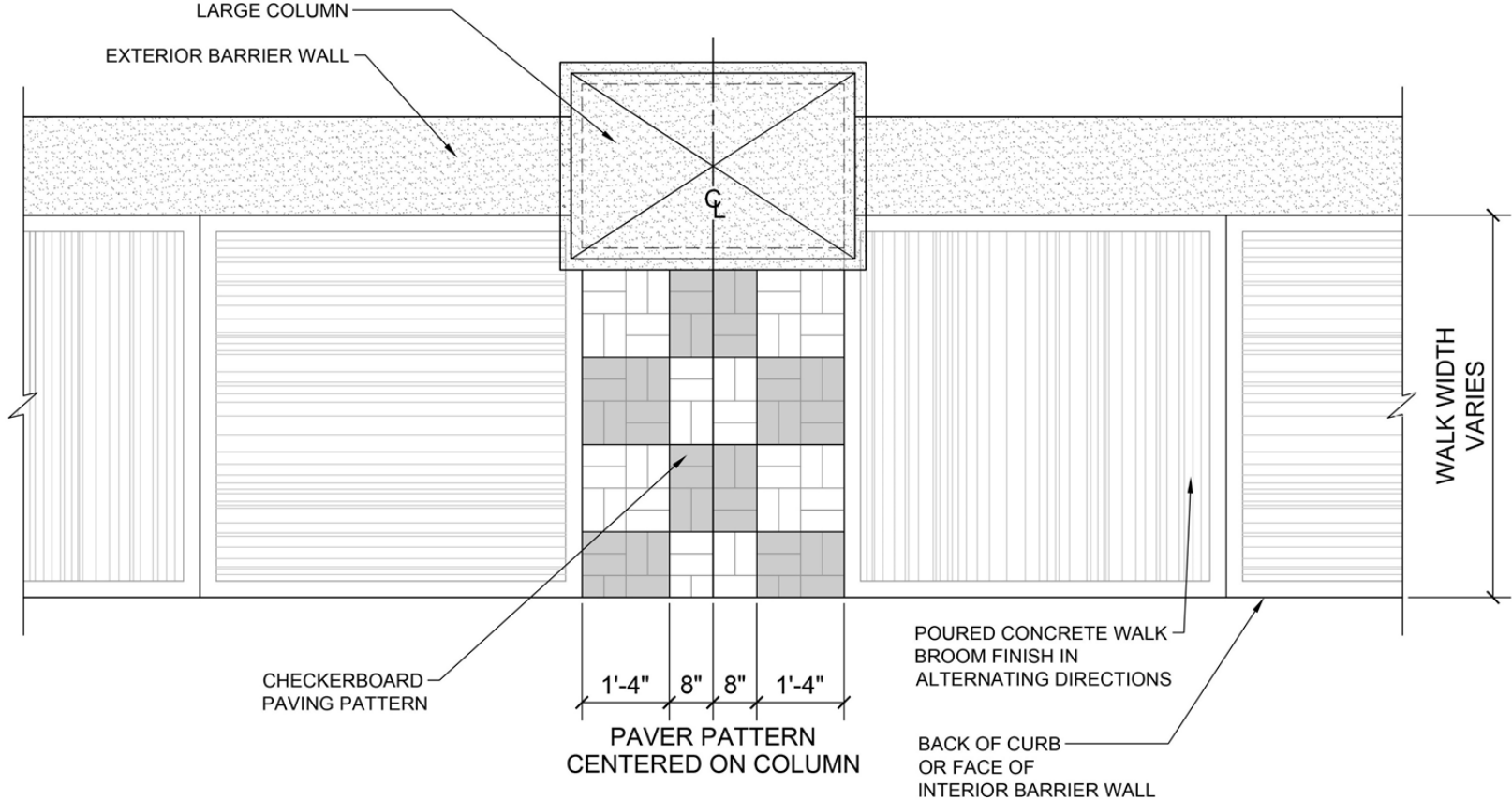


Roberts Drive Bridge



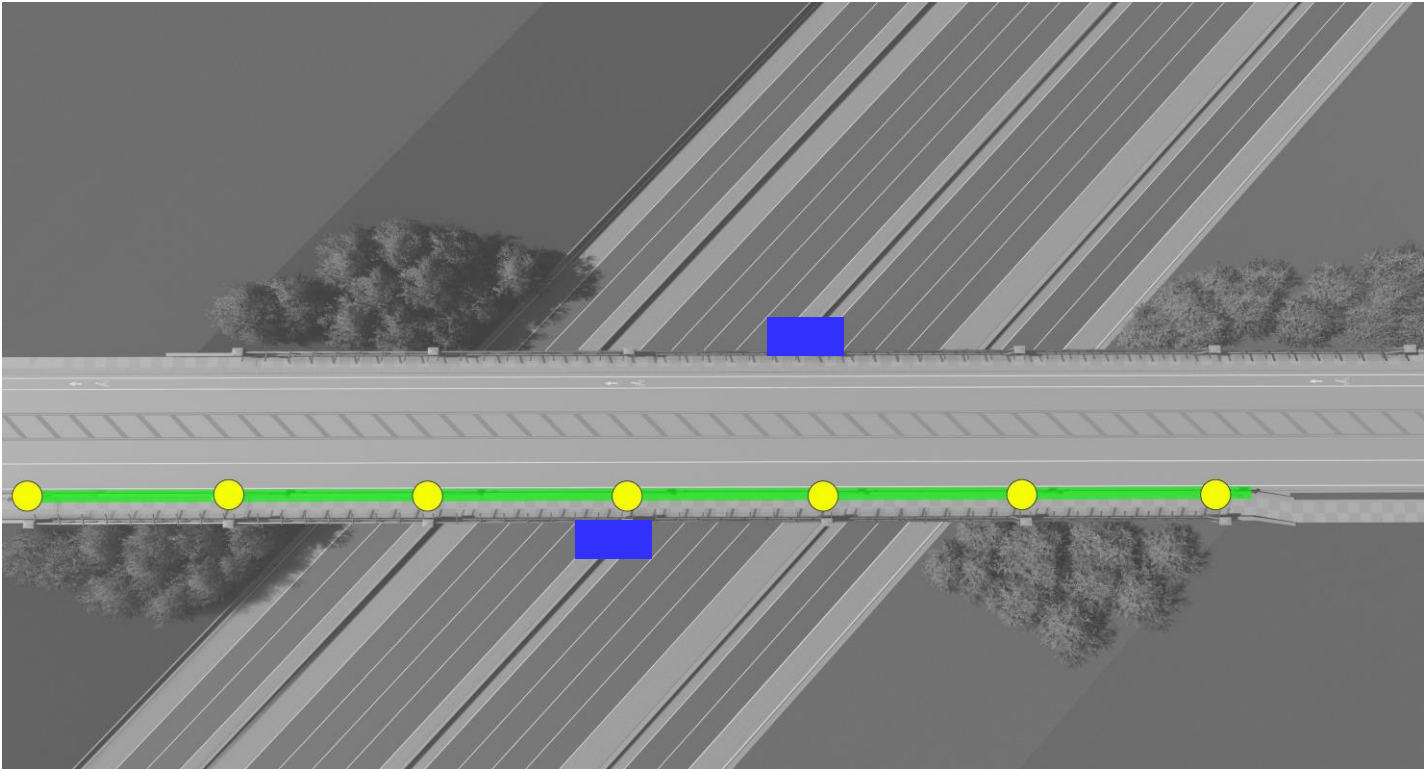
BRICK BANDING AT CENTER LOGO COLUMN LOCATION

- NOTE:**
- Refer to final engineering plans for exact dimensions
 - Sidewalk widths vary

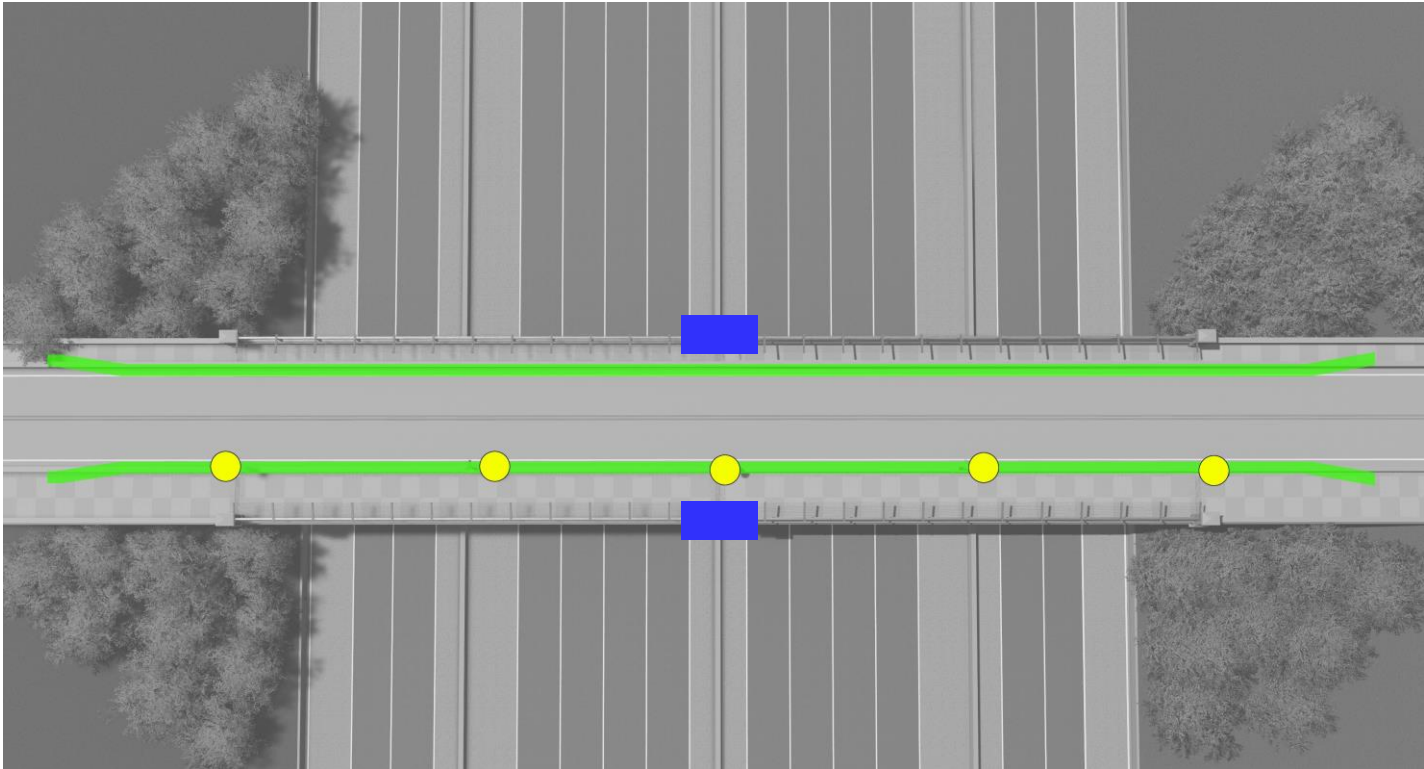


BRICK BANDING AT LARGE COLUMN LOCATION

- Brick Pavers:**
- Brick pavers shall match City of Sandy Springs standard paver – Holland Parkway Series
 - Color – Desert Stone and Old Town Blend
 - Brick paver measurement – 4" x 8"



Spalding Drive Bridge



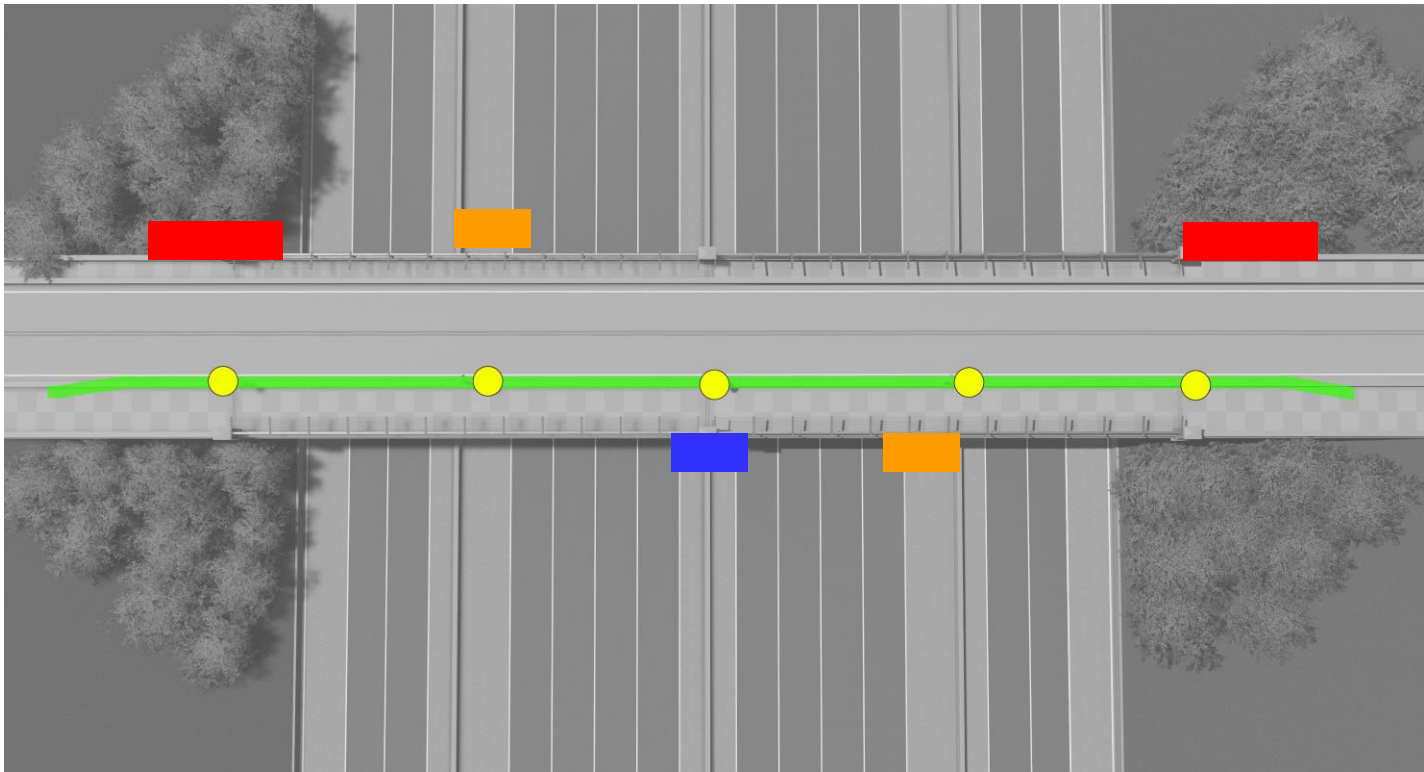
Pitts Road Bridge

Legend

-  Pedestrian Light and Pole small column locations
-  Wall to receive proposed wall lights
-  Surface mounted cross street name light
-  Surface mounted center logo column light
-  End logo column lighting package

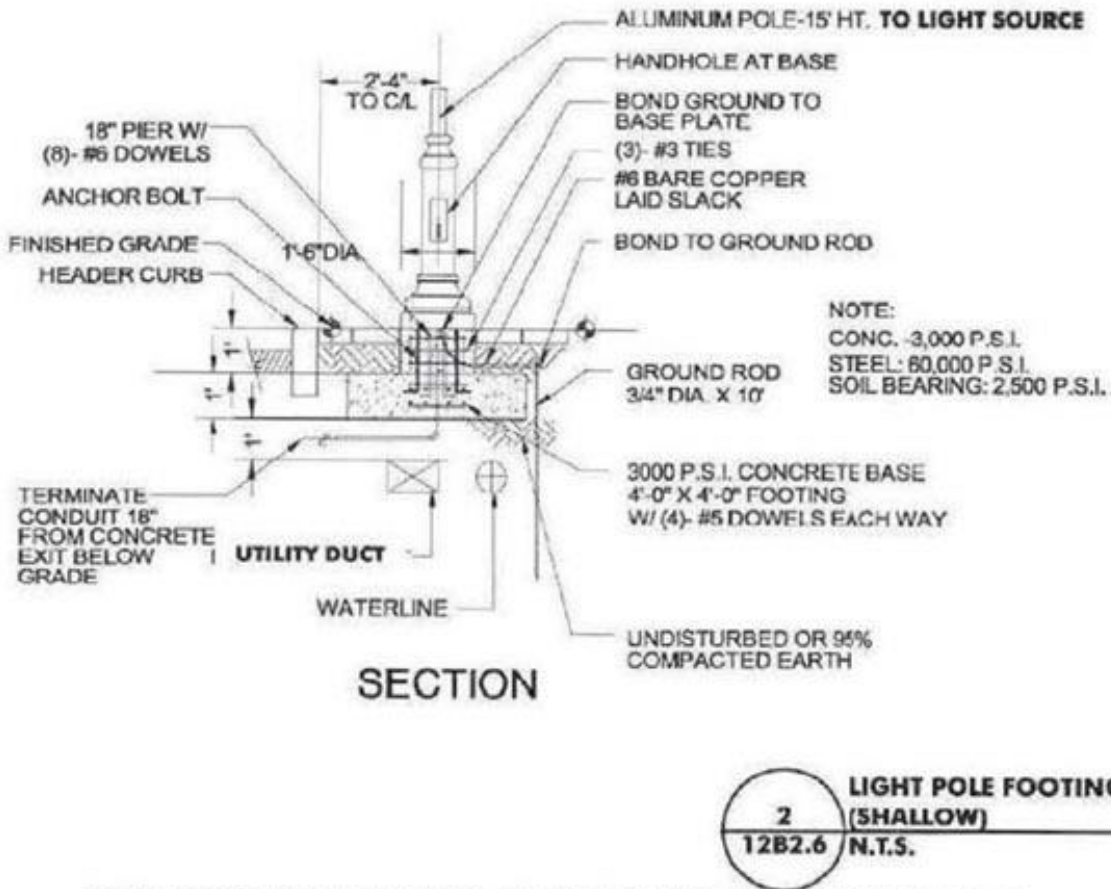
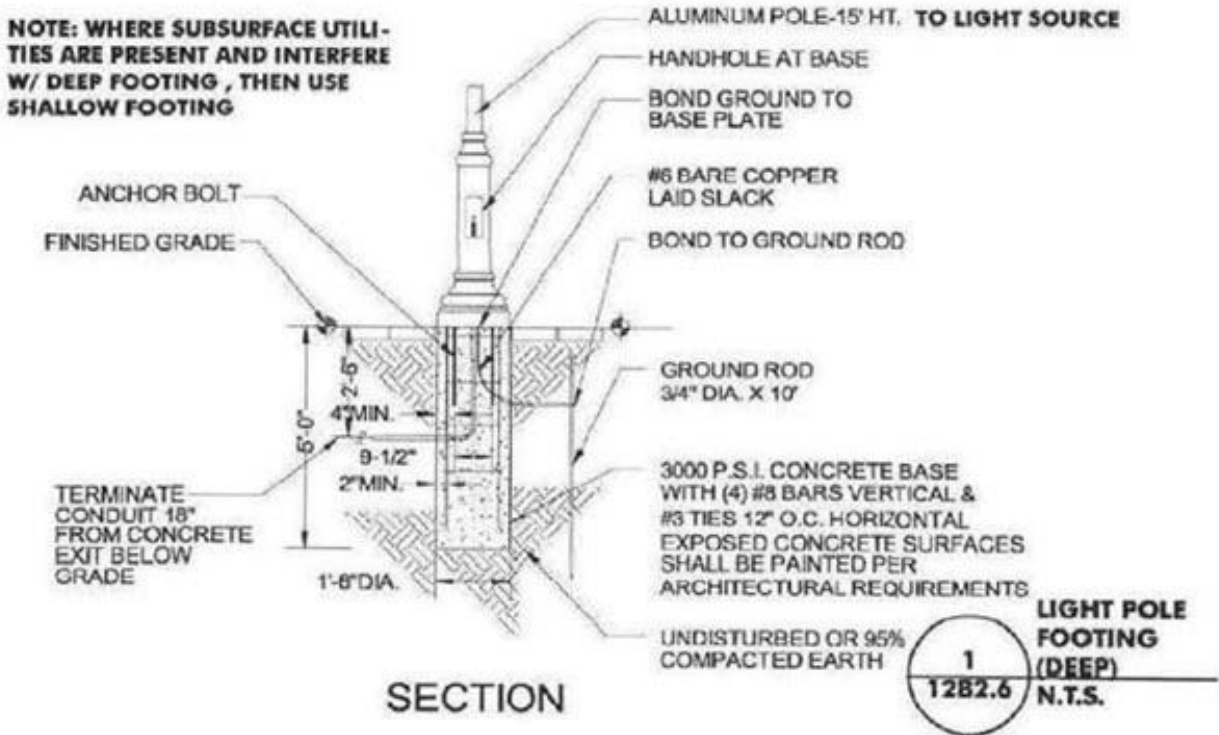
Note

- Wall lights to be placed in highlighted wall locations
- Wall light at beginning and end of each wall run to be placed 10' from edge of wall, remaining wall lights to be evenly spaced +/- 20' O.C.
- Wall lights to be placed on pedestrian side of wall and not on vehicle travel lane side
- Wall locations are based on conceptual designs
- Final designs and structural requirements are the responsibility of the Design/Build Team



Roberts Drive Bridge

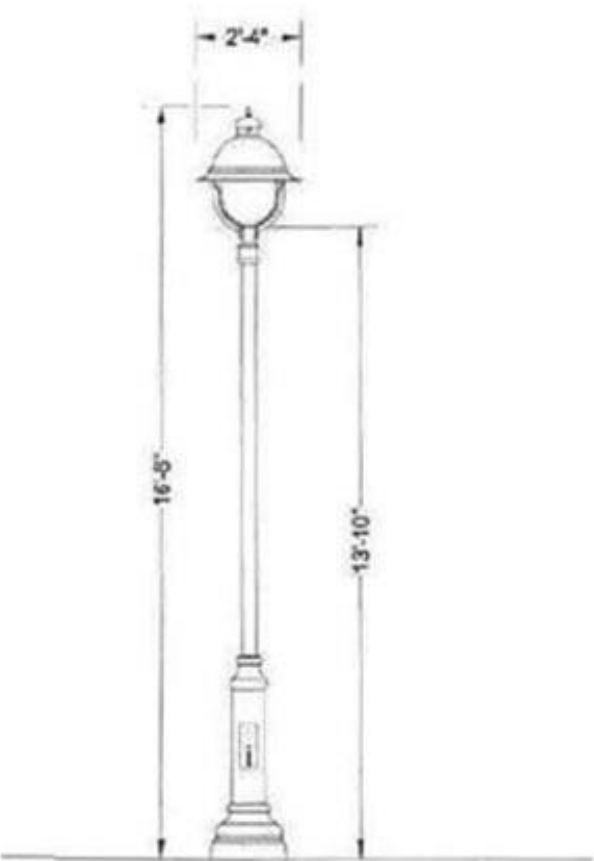
Lighting and Electrical Details (Section 12B2.6)



STREETSCAPE MANUAL / URBAN DESIGN STANDARDS

PEDESTRIAN LIGHT AND POLE AT SMALL COLUMN LOCATIONS

Lighting and Electrical Details (Section 12B2.6)



SIDE VIEW
COMMERCIAL
(MID-BLOCK)

LIGHT POLE
(COMMERCIAL -
MID BLOCK)

3
12B2.6
N.T.S.

LIGHT STANDARDS:
MID-BLOCK AND MINOR INTERSECTIONS 175 MH-DM500-SHA-APR4W-14-LBC1
INTERSECTIONS ON ARTERIAL ROADS 175 MH-DMS50-SG1-120-LM 1A-R61A-SC-15
NEIGHBORHOOD / RESIDENTIAL STREETS 175 MH-DMS60-SHA-APR4W-12-LBC1 (LUMEC GN8-TX)

NOTE: THESE FIXTURES ARE PROVIDED AND INSTALLED THROUGH SANDY SPRINGS REVITALIZATION, INC. UNDER A BLANKET AGREEMENT WITH THE GEORGIA POWER CO. OUTDOOR LIGHTING PROGRAM.

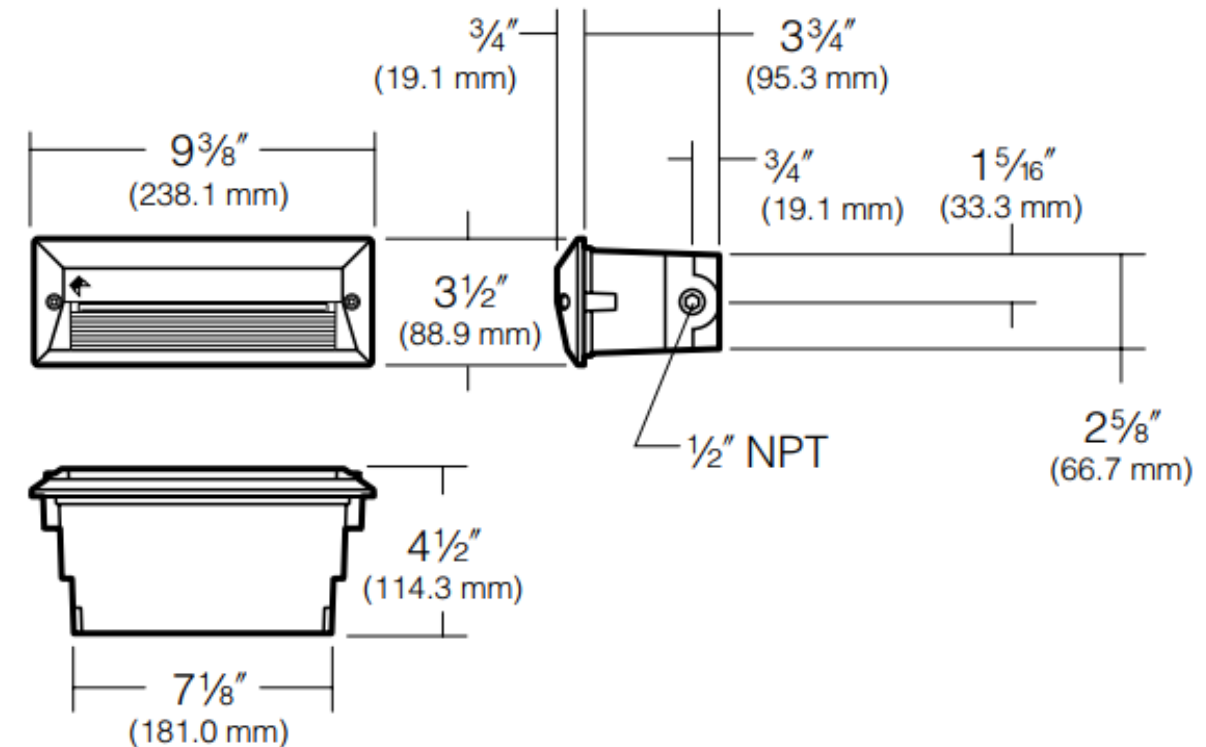
PROVIDE (ONE)1-WEATHERPROOF DUPLEX OUTLET W/ DEDICATED 20 AMP CIRCUIT AT THE BASE OF EACH STREET TREE FOR HOLIDAY TREE LIGHTING AND OTHER PUBLIC USES. PROVIDE SEPERATE DISCONNECT ACCESSIBLE ONLY TO THE ELECTRICAL UTILITY FOR ACTIVATION OF TREE LIGHTING CIRCUITS.

STREETSCAPE MANUAL / URBAN DESIGN STANDARDS



Note:

Basis of Design to be Wall, Step, Path
Light EL807 120 / 277 Volt Die-Cast
Aluminum LED as manufactured by
Kim Lighting
Color Black



Housing:

- Die-cast low copper alloy (<0.6% Cu) aluminum with clear anodized finish

Lens:

Tempered prismatic glass with silicone gasket, concealed above lens frame opening

WALL LIGHT IN INTERIOR BARRIER WALL

Lighting : Section 7

NOTE:

- Center Logo Column to be lit using a surface mounted fixture.
 - Fixtures to meet all GDOT and City of Sandy Springs standards.
 - Fixture to provide even lighting of entire logo medallion and city name.
- Cross Street Name to be lit using a surface mounted fixture. Fixture to meet all GDOT standards.
 - Fixture to provide even lighting of entire street name.
- Surface mounted light fixtures at the center logo column and cross street name shall provide coverage and effects similar to those illustrated in the lighting renderings included on this page.



CENTER LOGO COLUMN
LIGHTING RENDERING



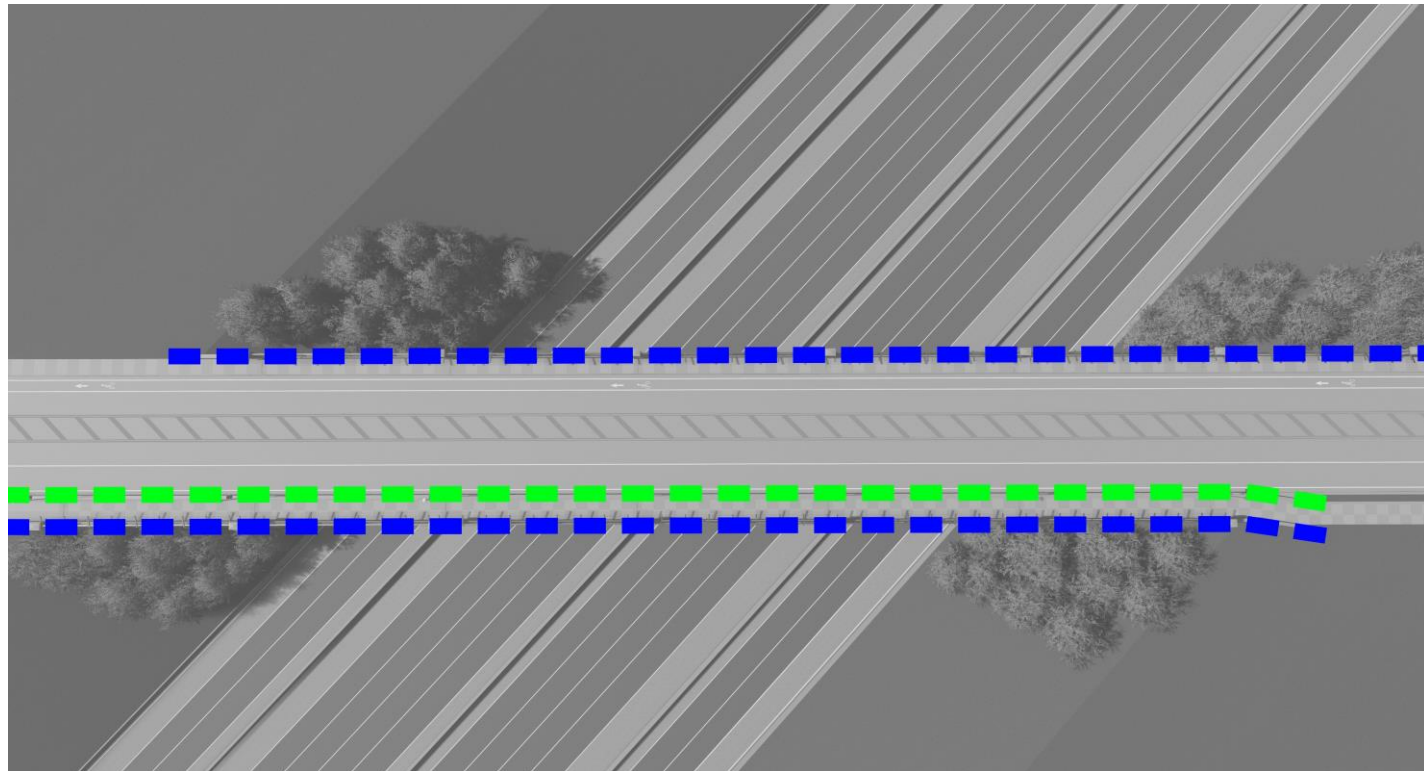
CROSS STREET NAME
LIGHTING RENDERING



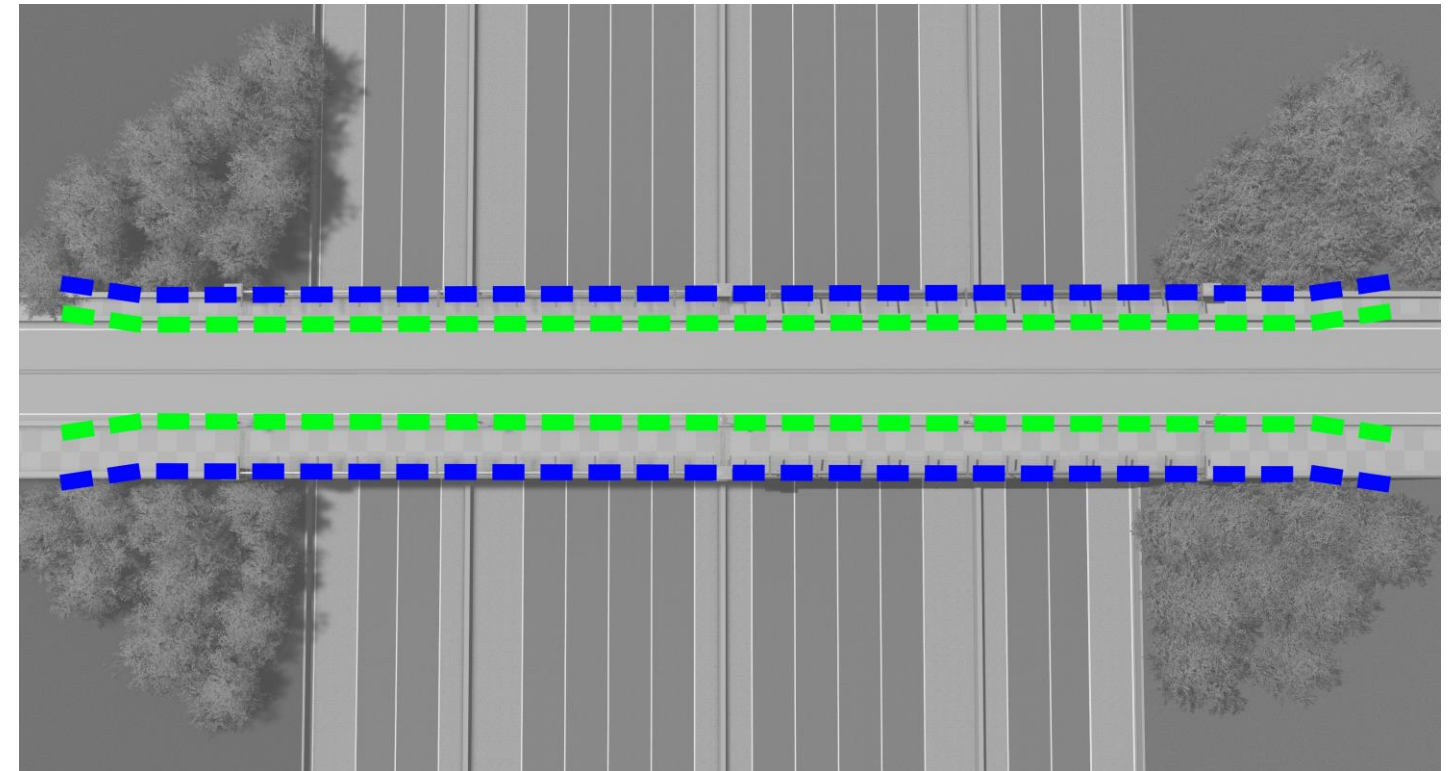
END LOGO COLUMN LIGHTING RENDERING

NOTE:

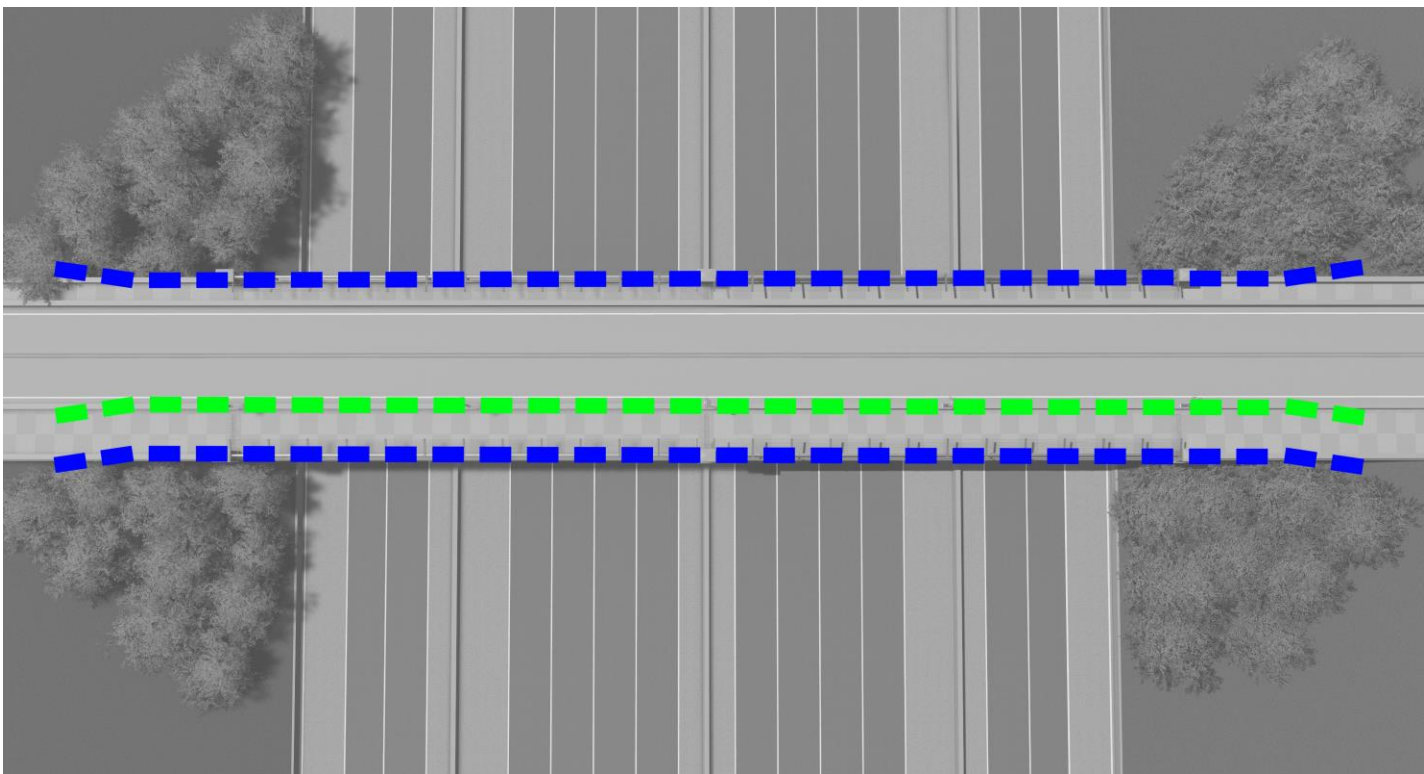
- End Logo Column to be lit using multiple fixtures.
 - Stacked stone column surface facing SR 400 to be up lit to provide an even coverage of light over the column surface.
 - Perforated metal sign to be backlit.
 - Logo Medallion to be lit with a fixture to provide even lighting of entire medallion.
- Cross street side of End logo Column is not lit.
- Lighting package shall provide coverage and effects similar to those illustrated in the lighting rendering included on this page.
- Fixtures to meet all GDOT and City of Sandy Springs standards.



Spalding Drive Bridge



Pitts Road Bridge



Roberts Drive Bridge

Legend



Continuous conduit for future utility crossings



Continuous conduit for pole mounted pedestrian lights and wall lights. Power to be fed from either side of bridge

Note

- Pull boxes to be placed at each pole mounted light location and at the beginning and end of each wall section
- Each Conduit run to contain two (2), 3" conduit min with pull lines
- Wall locations are based on conceptual designs
- Final designs and structural requirements are the responsibility of the Design/Build Team

Formliner and Color Basis of Design



Abernathy Greenway Gateway Columns and Walls



City of Sandy Springs City Hall Stacked Stone Walls

Colors and Finishes : **Section 9**

Stacked Stone Formliner

- City of Sandy Springs Abernathy Greenway Gateway Columns /Walls and Sandy Springs City Hall stack stone walls are the Basis of Design for stacked stone formliner color and texture
- Low luster, or matt water-based stain shall be used to match the color and texture of the stone, mortar joints, and accents
- Staining process shall include 5 colors applied in layers to achieve a natural looking finish with highlights and flecking
- Concrete must be cured for at least 30 days, pressure washed, and allowed to dry before applying the stain

5 Stain Pallet for stacked stone formliner walls and columns



P1
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
HVC 116 GECKLE BEIGE

CCE , COLORANT	OZ	32	64	128
G2 - NEW GREEN	-	-	1	1
L1 - BLUE	-	2	-	-
R2 - MAROON	-	5	1	1
B1 - BLACK	-	8	-	-
Y3 - DEEP GOLD	-	41	-	-
W1 - WHITE	2	32	-	-



P2
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
HVC 7 DESERT SAND

CCE , COLORANT	OZ	32	64	128
G2 - NEW GREEN	-	12	1	-
B1 - BLACK	-	15	-	-
R2 - MAROON	-	35	-	1
W1 - WHITE	-	44	1	-
Y3 - DEEP GOLD	4	29	-	1



P3
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
HVC 6 BLUFFSTONE

CCE , COLORANT	OZ	32	64	128
R2 - MAROON	-	4	1	-
B1 - BLACK	-	19	-	-
W1 - WHITE	2	48	-	-
Y3 - DEEP GOLD	6	-	-	-



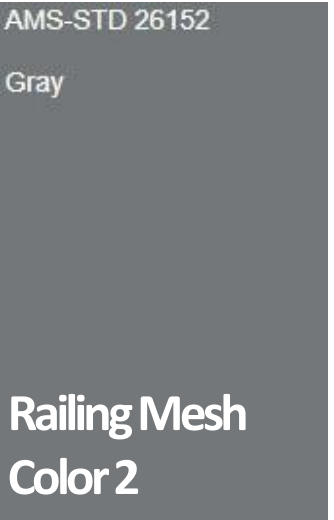
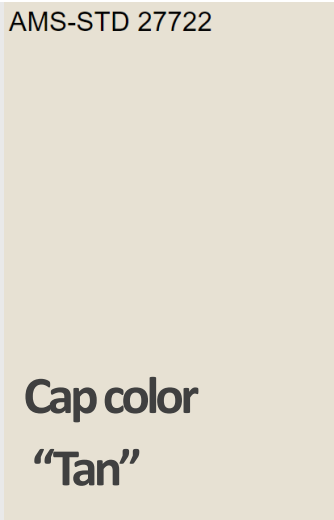
P4
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
HVC 103 MUDSTONE

CCE , COLORANT	OZ	32	64	128
R2 - MAROON	-	18	-	-
W1 - WHITE	-	38	-	-
Y3 - DEEP GOLD	-	45	-	-
B1 - BLACK	2	27	-	-



P5
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
LITE TERRA BROWN MATCH

CCE , COLORANT	OZ	32	64	128
W1 - WHITE	-	20	1	-
B1 - BLACK	-	38	-	-
R2 - MAROON	-	17	1	1
Y3 - DEEP GOLD	2	4	-	-



PMS: 641 C
PMS: 641 U
CMYK: 100/0/0/35
RGB: 0/125/172



PMS: 648 C
PMS: 295 U
CMYK: 100/52/0/60
RGB: 0/52/97



PMS: 7489 C
PMS: 7489 U
CMYK: 56/2/78/5
RGB: 115/181/100

Note

- 5 stain pallet for stacked stone formliner walls and columns is for contractor reference. Final stain combination to match basis of design
- In the case of hand painting elements mockup exercises may be necessary to ensure aesthetic continuity
- Refer to special provisions for more detailed color, texture, and application information



ATTACHMENT 2

Special Provisions for Sections 643, 681, 900, and 999

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION
PROJECT: Spalding Drive/SR 400 Interchange, Pitts Road /SR 400
Interchange and Roberts Drive /SR 400 Interchange
Fulton County
P.I. NO. 0001757**

Section 643 – Fence, Special Design

This Special Provision is to be used concurrently with the City of Sandy Springs's Georgia 400 Bridge Aesthetics: Aesthetic Design Guide dated December 18, 2020. It also incorporates the City of Sandy Springs Design Standard by reference.

Delete section 643 and substitute the following:

643.1 General Description

This work consists of fabricating, furnishing and installing ornamental fence and all associated items per the Plans and the following specifications.

643.1.01 Definitions

General provisions 101 through 150.

643.1.02 Related References.

A. GDOT Standard Specifications

1. Section 850 – Aluminum Alloy Metals
2. Section 852 – Miscellaneous Steel Materials
3. Section 885 – Neoprene Pads
4. Section 894 – Fencing

B. Design Criteria

1. AASHTO LRFD Bridge Design Specifications (5th Edition, 2010)

643.1.03 Submittals

A. Shop Drawings

1. Provide complete shop drawings for all components of ornamental fence assembly to engineer. Include large-scale details of anchorages and connecting elements.

B. Paints and Coatings

1. Provide the following for review/approval in advance of fabrication and installation
 - a) Product Data: Provide data on all finishing products, including VOC content.
 - b) Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on tempered hardboard, 12 x 12 inch in size.
 - c) Manufacturer's Instructions: Indicate special surface preparation procedures.
 - d) Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

643.2**Materials****A. Welded Wire and Perforated Metal**

1. Materials:
Provide welded wire material and perforated metal in accordance with the basis of design and performance requirements as shown in the Plans.
2. Anchors, Clips and Accessories: Use one of the following:
 - a) Aluminum Alloy.
 - b) Nonstructural Anchors: Provide powder-actuated fasteners of where work is not indicated to comply with design loads. Provide size and number required for load, installation and as recommended by manufacturer, unless indicated otherwise.

B. Paints and Coatings.

Shall be a multi-purpose polyamide epoxy coating or an acrylic aliphatic urethane enamel applied per the manufacture's specifications.

1. Colors shall be the following
 - a. Federal Color Code Number 17178 – Aluminum / Silver
 - b. Federal Color Code Number 26152 – Gray
 - c. Federal Color Code Number 26008 – Dark Gray

C. Metals

1. Furnish Aluminum Alloy of the grades, materials, dimensions, and sizes as specified in the Plans.
2. Furnish Aluminum bolts, nuts, washers, and other connections of the types, materials, and sizes as specified in the Plans.

643.2.01**Delivery, Storage, and Handling****A. Welded Wire**

1. Deliver products in manufacturer's original, unopened, undamaged containers with identification labels intact.
2. Protect finishes by applying heavy duty removable plastic film during production.
3. Package for protection against transportation damage.
4. Provide markings to identify components consistently with drawings.
5. Exercise care in unloading, storing and installing panels to prevent bending, warping, twisting and surface damage.
6. Store products protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.
7. Store in well ventilated space out of direct sunlight.
8. Protect from moisture and condensation with tarpaulins or other suitable weather tight covering installed to provide ventilation.
9. Do not store in any enclosed space where ambient temperature can exceed 120 degrees F.
10. Avoid contact with any other materials that might cause staining, denting, or other surface damage.

B. Paints and Coatings

1. Delivery: Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
2. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
3. Storage: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

C. Metals

Deliver, store, and handle metal materials in accordance with requirements of related Standard Specifications.

643.3 Construction Requirements

A. Painting

Shall be per paint manufacturer's specifications.

643.3.01 Personnel

A. Fabricator Qualifications: Company specializing in fabricating products specified in this section. With not less than 3 years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified in this section. With minimum 3 years of documented experience.

C. Refer to GDOT Qualified Products List No. 59 (QPL - 59) for qualified fabricators.

643.3.02 Equipment

General Provisions 101 through 150.

643.3.03 Preparation:

Protect adjacent work areas and finish surfaces from damage during installation.

A. Installation of metal fabrications:

1. Locate and place as shown in the Plans.
2. Do not cut or abrade metal mesh finishes that cannot be completely restored in the field. Return such items to manufacturer or fabricator for required alterations and refinishing or provide new items.
3. Use concealed anchorages where possible. Provide washers where needed on bolts or screws to protect metal surfaces and make weather tight connection.

B. Cleaning:

1. Shop Primer Touchup and Repair: Clean field welds, bolted connections and abraded areas of shop paint.
2. Paint exposed areas with same material used for shop painting per the manufacturer's specifications.
3. Restore finishes damaged during installation and construction period. Return items that cannot be refinished in the field to manufacturer or fabricator. Refinish entire unit or provide new units.
4. Remove protective film after installation of joint sealers, after cleaning of adjacent materials, and immediately prior to completion of work.
5. Remove temporary coverings and protection of adjacent work areas.
6. Clean installed products in accordance with manufacturer's instructions.

C. Protection:

Protect installed products from damage during construction.

643.3.04 Fabrication

General Provisions 101 through 150.

643.3.05 Construction

A. Examination:

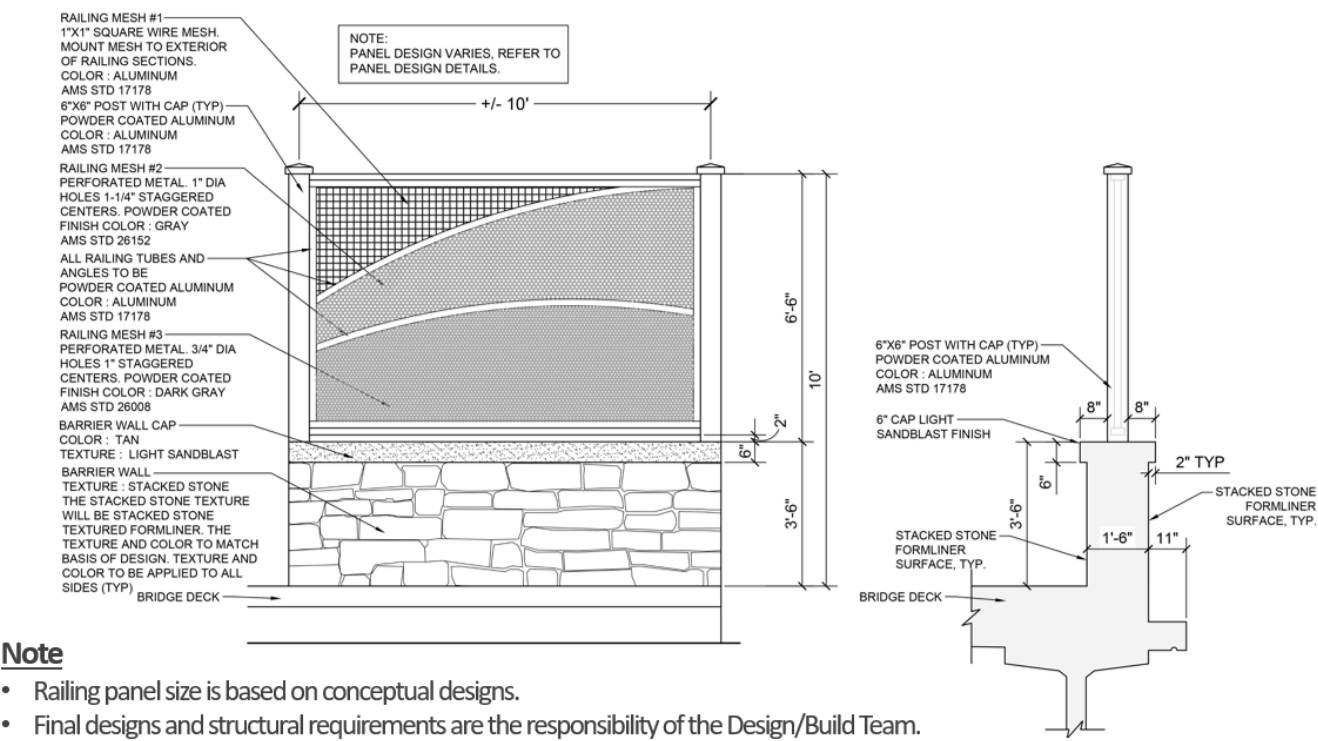
1. Verify dimensions, tolerances, and interfaces with other work.
2. Notify Engineer in writing of conditions detrimental to proper and timely completion of work. Do not proceed with erection until unsatisfactory conditions have been corrected.

643.4 Measurement

Fence will be paid for by lump sum, including materials, fabrication, delivery, labor, tools, equipment, and incidentals required to provide the work completed, including all connections to the bridge structure.

643.5 **Payment**

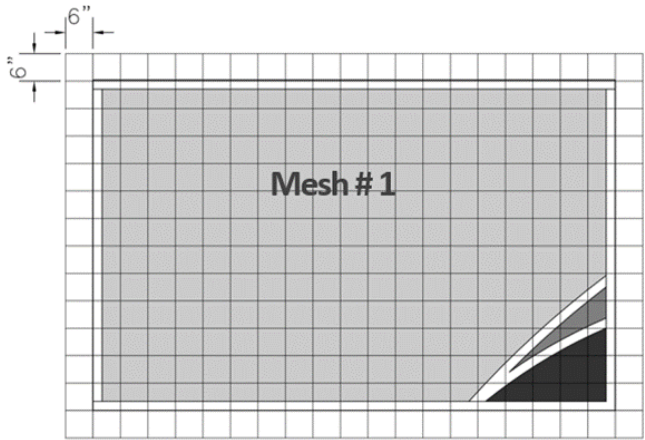
This work will be paid for at the Contract Price per Lump Sum, which will be full compensation for all things necessary to complete the work. Payment will be made under:Item No. 643	Fence, Special Design	Per Lump Sum
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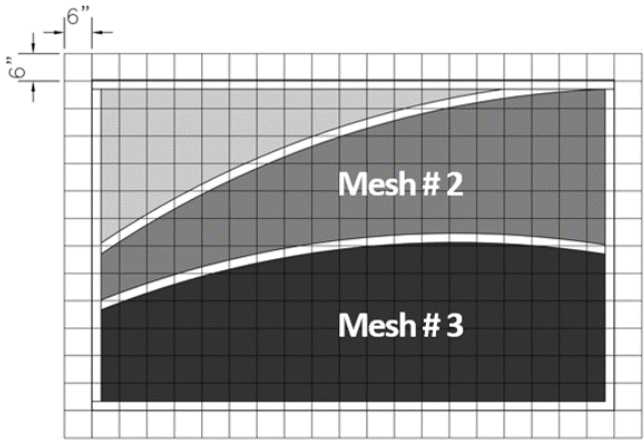
- Note**
- Railing panel size is based on conceptual designs.
 - Final designs and structural requirements are the responsibility of the Design/Build Team.

DECORATIVE RAILING DETAIL

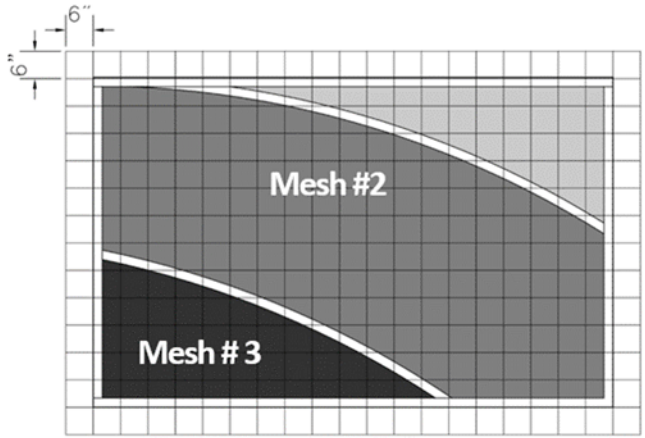




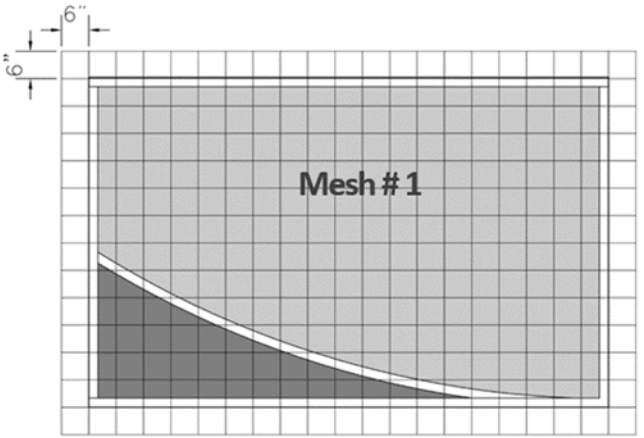
PANEL #1



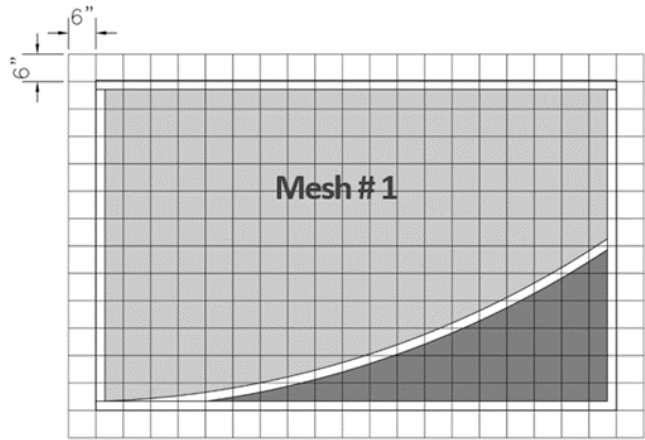
PANEL #2



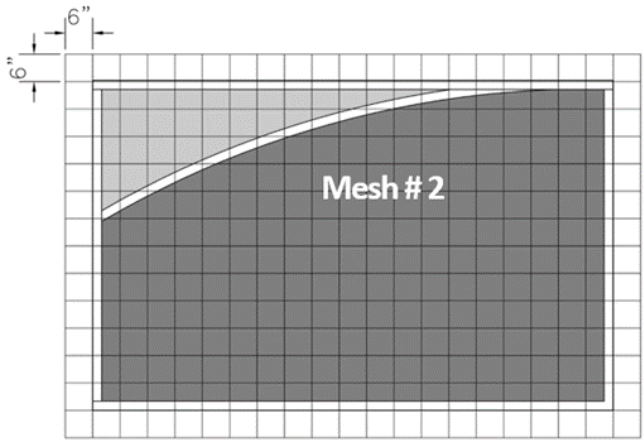
PANEL #3



PANEL #4

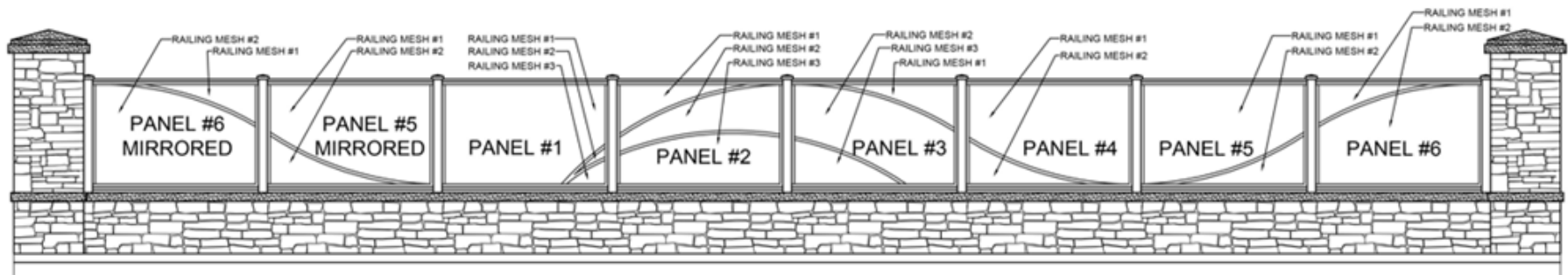


PANEL #5



PANEL #6

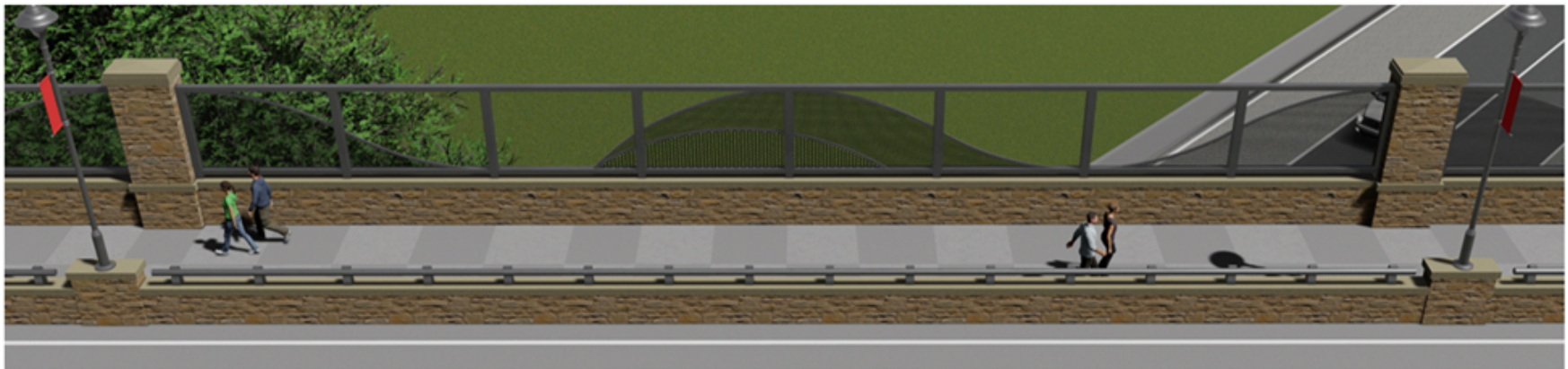
Note:
6" x 6" layout grid provided to aid in panel fabrication, refer to Panel Key on following page for panel layout.



Note

- Railing panel size is based on conceptual designs.
- Panels are illustrated from street side of railing
- Final designs and structural requirements are the responsibility of the Design/Build Team.

DECORATIVE RAILING PANEL KEY



DECORATIVE RAILING RENDERING

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION
PROJECT: Spalding Drive/SR 400 Interchange, Pitts Road /SR 400
Interchange and Roberts Drive /SR 400 Interchange
Fulton County
P.I. NO. 0001757
Section 681 – Aesthetic Lighting**

This Special Provision is to be used concurrently with the City of Sandy Springs's Georgia 400 Bridge Aesthetics: Aesthetic Design Guide dated December 18, 2020. It also incorporates the City of Sandy Springs Design Standard by reference.

Add the following:

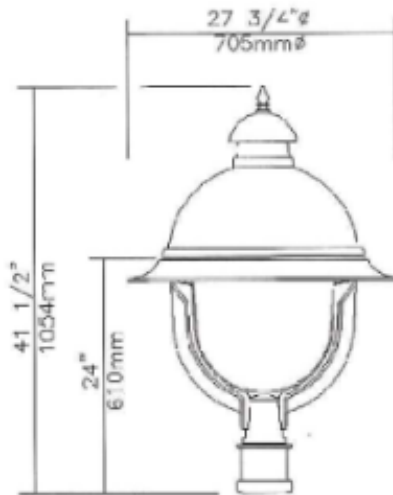
681.1 General Description

Expand this item to include the following. The fixtures shall meet the following specifications.

Pedestrian Light Luminaires - Columns:

- Commercial Mid-Block Pedestrian Light and pole as manufactured by Lumec – 770-368-9930 as required per the City of Sandy Springs Streetscape Manual / Urban Design Standards.
- Bulbs should be less than 3000 Kelvin rated LED
- Color: Aluminum/Silver powder coat finish Federal Color Code Number 17178
- Hardware should be tamper resistant
- Any outlets, jumper cables, or other exposed connections should be weatherproof
- All exposed screws shall be stainless steel with ceramic primer-seal basecoat to reduce seizing of the parts. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber. Hardware is additionally black oxide treated for additional corrosion resistance.
- The fixtures should have photoelectric control
- The system should achieve an efficiency of 80%+ for controllable color fixtures
- Wiring and cabling shall conform to all City of Sandy Springs and Georgia Power Specifications.
- All pull boxes and electric junction boxes shall have the lid marked as "electric" and shall be traffic rated and comply with GDOT standard specifications.
- All products, connections, and incidentals shall meet GDOT specifications.

A photometric analysis should be submitted to the Engineer for approval along with the submittal of any luminaire. It will be the contractor's responsibility to work with the local power company to establish the locations of service pick up points. The luminaire shall have top, finial, crown, cage, pod and accessories to match the general appearance and dimensions of the luminaires as shown in the lighting plans.



EPA: 2.6 sq ft / weight: 40 lb (18.2 kg)
 Note: 3D image may not represent color or option selected.
 Logos above include link, click to access.

Qty	1	Luminaire	DMS60-55W48LED4K-R-ACDR-LE3A-VOLT-GN8TX
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Description of Components:

Finial: Decorative cast 356 aluminum, mechanically assembled.

Cupola: Decorative spun aluminum 1100-0, mechanically mounted on hood.

Hood: Spun aluminum 1100-0 dome, mechanically assembled on the luminaire.

Guard: With 2 cast aluminum 356 arms, this guard is welded to the filter and to the access-mechanism.

Skirt: Spun 1100-0 aluminum, mechanically assembled on the luminaire.

Access-Mechanism: A die cast A360 aluminum technical ring with latch and hinge. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Light Engine: LEDgine composed of 5 main components: **Globe / LED lamp / Optical System / Heat Sink / Driver**
 Electrical components are RoHS compliant.

Globe: (ACDR), Made of one-piece seamless injected-moulded impact-resistant (DR) acrylic having an inner prismatic surface. The globe is mechanically assembled and sealed onto the lower part of the heat sink.

Lamp: (Included), Lamp type Philips Lumileds Luxeon R. Composed of 48 high-performance white LEDs, 55w lamp wattage. Color temperature of 4000 Kelvin nominal, 70 CRI. Operating lifespan based on TM21 extrapolation to get results after which 50% of LEDs still emits over 70% (L70) of its original lumen output. Use of metal core board insures greater heat transfer and longer lifespan of the light engine. The LED circuit board is included with a connector, (no connection wire

required for ease of replacement).

Optical System: (LE3A), IES type III (asymmetrical). Composed of high-performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumen and a perfect lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM63 and LM79 and TM15 (IESNA) certifying its photometric performance. Street side indicated.

Heat Sink: Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device)

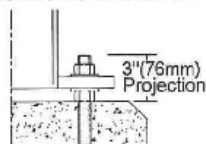
Driver: High power factor of 95%. Electronic driver, operating range 50/60 Hz. **Auto-adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral, Class I**, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built-in driver surge protection of 2.5kV (min).

Surge Protector: LED Driver 3 poles 10KV surge Protectors that protect Line-Ground, Line-Neutral, and Neutral-Ground in accordance with IEEE / ANSI C62.41.2 guidelines.

Fitter: Cast 356 aluminum c/w 4 set screws 3/8-16 UNC. This fitter holds 2 arms made of cast aluminum 356 mechanically assembled. Slip-fits on a 4"(102mm) outside diameter x 4" (102mm) long tenon.

Base & Bolts Information



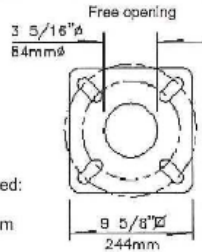
Comes with 4 steel anchor bolts, 3/4" X 17" + 3", 8 nuts and 8 washers. Important: Do not obstruct space between anchor plate and concrete base.

Anchor Plate

- Bolt Circle:
8 1/2" (216mm)

- Material:
Cast Aluminum

- NOTE:
Bolt Circle Allowed:
6 3/4" to 10"
171mm to 254mm



Qty 1 Pole APR4U-13-LBC1-GN8TX

Description of Components:

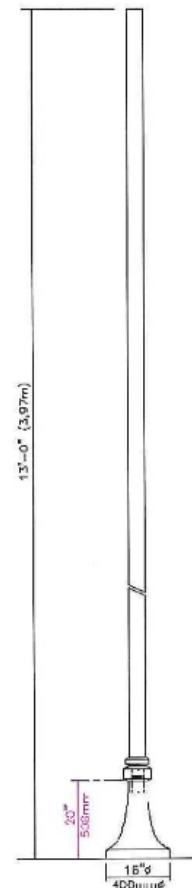
Pole Shaft: Shall be made from a 4" (102mm) round extruded 6061-T6 aluminum tubing, having a 0.226" (5.7mm) wall thickness, welded to both the bottom and top of the anchor plate.

Maintenance Opening: The pole shall have a 2" x 4 1/2" (51mm x 114mm) maintenance opening centered 20" (508mm) from the bottom of the anchor plate, complete with a weatherproof aluminum cover and a copper ground lug.

Base Cover: Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Note: A tenon will be provided when the luminaire or bracket does not fit directly on pole shaft. Tenon not shown on the drawing.

IMPORTANT: Philips Lumec strongly recommends the installation of the complete lighting assembly with all of its accessories upon the anchoring of the pole. This will ensure that the structural integrity of the product is maintained throughout its lifetime.



Miscellaneous

Description of Components:

Wiring: Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire.

Hardware: All exposed screws shall be stainless steel with Ceramic primer-seal basecoat to reduce seizing of the parts. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Finish: Color to be **dark forest green textured (GN8TX)** and in accordance with the AAMA 2603 standard. Application of a polyester powdercoat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D 2244 standard, as well as luster retention in keeping with the ASTM D 523 standard and humidity proof in accordance with the ASTM-D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM-B117 standard.

Note: IMPORTANT: All missing details must be clearly specified on the return of these approval drawings. Thank you for your cooperation.

VOLTAGE: _____

LED products manufacturing standard: The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Quality Control: The manufacturer must provide a written confirmation of its ISO 9001-2008 and ISO 14001-2004 International Quality Standards Certification.

Mechanical resistance: In order to ensure the mechanical resistance of the poles, the reflected area should be calculated according to AASHTO standards and resists to a wind of 140 km/hr.

Web site information details: Click on any specific information details you need:

Image 1: Commercial Mid-Block with Finial**Wall Light – Interior Barrier Wall:**

- Kim Lighting Path Light EL807 120 / 277 Volt Die-Cast Aluminum LED or approved equal
- Color: Aluminum/Silver powder coat finish Federal Color Code Number 17178
- Die-cast low copper alloy (<0.6% Cu) aluminum with clear anodized finish
- Lens should be tempered prismatic glass with silicone gasket, concealed above lens frame opening

A photometric analysis should be submitted to the Engineer for approval along with the submittal of the wall light.

The wall light shall match the general appearance and dimensions of the luminaires as shown in Image 3.

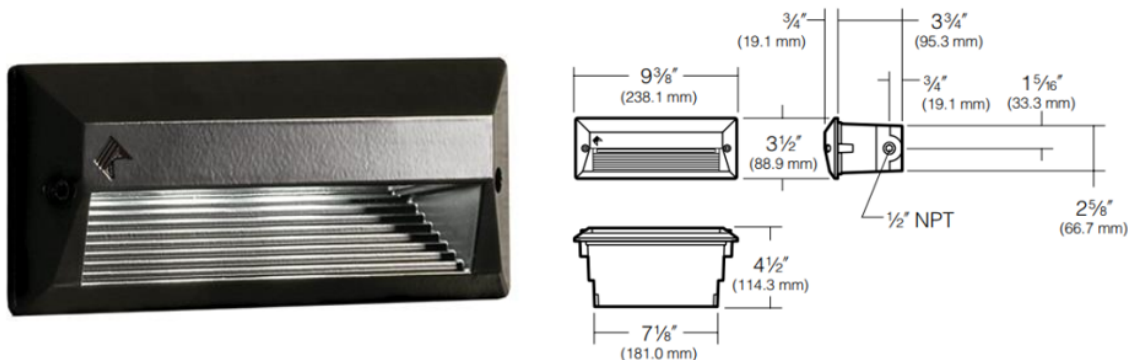


Image 3: Wall Light for Interior Barrier Wall



Wall, Step, Path Light **EL807**

120 / 277 Volt Die-Cast Aluminum LED

revision 5/21/14 • kl_el807_spec.pdf

Type:
Job:
Fixture Catalog number:

 Fixture Mode Finish

Approvals:

Date:
Page: 1 of 1

Specifications

Housing: Die-cast low copper alloy (<0.6% Cu) aluminum with clear anodized finish. Two 1/2" NPT in sides. Housing mounts into concrete, brick, or masonry (non-combustible materials). Internal splice area provided behind lamp plate.

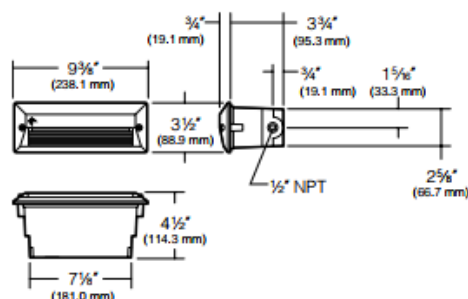
Lens Frame: Die-cast aluminum, with silicone gasket, attaches to housing with two captive 10-32 stainless steel, hex socket cap screws.

Lens: Tempered prismatic glass with silicone gasket, concealed above lens frame opening.

Finish: On lens frame only, Super TGIC thermoset polyester powder coat paint, 2.5 mil nominal thickness, applied over a titanated zirconium conversion coating; 2500 hour salt spray test endurance rating. Standard colors are Black (**BL**), Dark Bronze (**DB**), and Verde Green (**GR**).

Optical System: A total of 3 or 9 LED emitters are configured together as a module. Available in 3000K, 4200K, 5100K and 580nm (amber).

Driver: Universal Voltage from 120 to 277V with a ±10% tolerance. -40° F. starting temperature. All drivers are Underwriters Laboratories recognized.



ORDERING INFORMATION

Fixture	Source
☐ EL807 / 3L2KUV ¹	3.6W, 3 LED's, 580nm
☐ EL807 / 3L3KUV ¹	3.6W, 3 LED's, 3000K
☐ EL807 / 3L4KUV ¹	3.6W, 3 LED's, 4200K
☐ EL807 / 3L5KUV ¹	3.6W, 3 LED's, 5100K

Fixture	Source
☐ EL807 / 9L2KUV ¹	10.8W, 9 LED's, 580nm
☐ EL807 / 9L3KUV ¹	10.8W, 9 LED's, 3000K
☐ EL807 / 9L4KUV ¹	10.8W, 9 LED's, 4200K
☐ EL807 / 9L5KUV ¹	10.8W, 9 LED's, 5100K

¹ Universal Voltage from 120 to 277V with a ±10% tolerance.

For 3.6W, Max Amps. are .030 for 120V, .020 for 208V, .015 for 240V, .013 for 277V. For 10.8W, Max Amps. are .090 for 120V, .050 for 208V, .045 for 240V, .040 for 277V..

Finish

- ☐ **BL** - Black
- ☐ **DB** - Dark Bronze
- ☐ **GR** - Verde Green



Listings and Ratings

UL cUL 1598 ¹	IP66 Rated	25C Ambient
--------------------------	------------	-------------

¹Suitable for wet locations

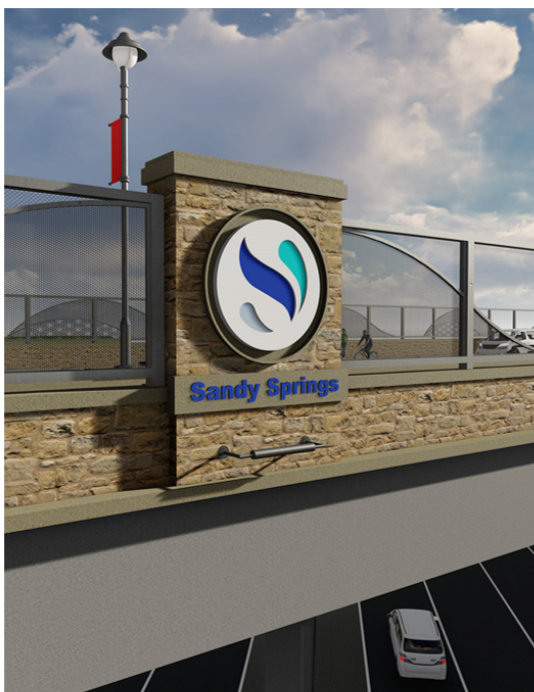
KIM LIGHTING RESERVED THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE.

Surface Mounted Center Logo Light:

- Color: Aluminum/Silver powder coat finish Federal Color Code Number 17178
- Die-cast low copper alloy (<0.6% Cu) aluminum with clear anodized finish
- Fixture to meet all GDOT and City of Sandy Springs standards.
- Fixture to provide even lighting of entire logo medallion and city name.
- Surface mounted light fixtures at the center logo column shall provide coverage and effects similar to those illustrated in the lighting renderings included on this page.

A photometric analysis should be submitted to the Engineer for approval along with the submittal of the wall light.

The fixture shall match the general appearance and dimensions and provide coverage and effects similar to those illustrated in Image 4.



CENTER LOGO COLUMN RENDERING



**CENTER LOGO COLUMN
LIGHTING RENDERING**

Image 4: Surface Mounted Center Logo Light

Surface Mounted Cross Street Name Light:

- Color: Aluminum/Silver powder coat finish Federal Color Code Number 17178
- Die-cast low copper alloy (<0.6% Cu) aluminum with clear anodized finish
- Fixture to meet all GDOT and City of Sandy Springs standards.
- Fixture to provide even lighting of entire Cross Street Name.
- Surface mounted light fixtures at cross street name shall provide coverage and effects similar to those illustrated in the lighting renderings included.

A photometric analysis should be submitted to the Engineer for approval along with the submittal of the wall light.

The fixture shall match the general appearance and dimensions and provide coverage and effects similar to those illustrated in Image 5.



**CROSS STREET NAME
LIGHTING RENDERING**

Image 5: Surface Mounted Cross Street Light

End Logo Column Lighting:

- Color: Aluminum/Silver powder coat finish Federal Color Code Number 17178
- Die-cast low copper alloy (<0.6% Cu) aluminum with clear anodized finish
- Fixture to meet all GDOT and City of Sandy Springs standards.
- End Logo Column to be lit using multiple fixtures.
- Stacked stone column surface facing SR 400 to be up lit to provide an even coverage of light over the column surface.
- Perforated metal sign to be backlit.
- Logo Medallion to be lit with a fixture to provide even lighting of entire medallion.
- Cross street side of End logo Column is not lit.

A photometric analysis should be submitted to the Engineer for approval along with the submittal of the wall light.

Lighting package shall provide coverage and effects similar to those illustrated in the lighting rendering shown in Image 6.



END LOGO COLUMN LIGHTING RENDERING

Image 6: End Logo Column Lighting

681.2 Materials

Retain as written

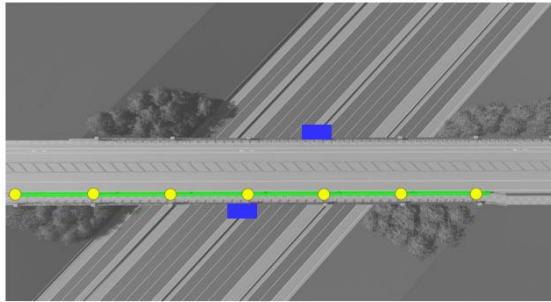
681.3 Construction

Add the following:

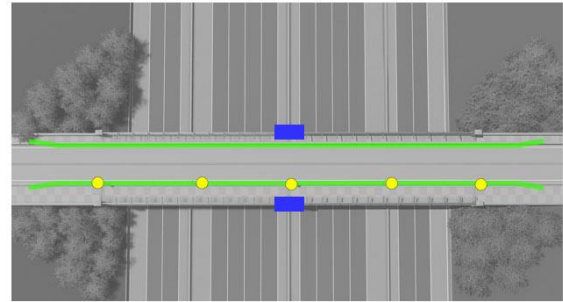
Contractor is responsible for coordination with the City of Sandy Springs and the Power Company. All operational costs are the responsibility of the Contractor until such time that the facilities are accepted by the Engineer. Costs for this should be covered as part of the base bid

681.4 Measurement

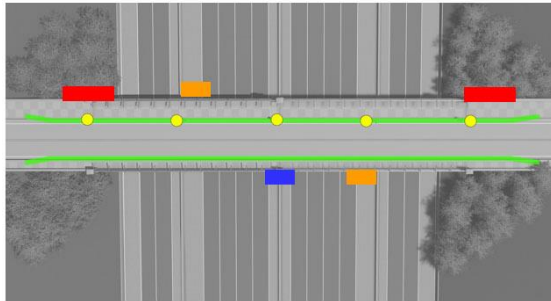
This item when completed and accepted will be paid for at the Per Each Price bid. Payment is full compensation for all work and materials specified in this Section.



Spalding Drive Bridge



Pitts Road Bridge



Roberts Drive Bridge

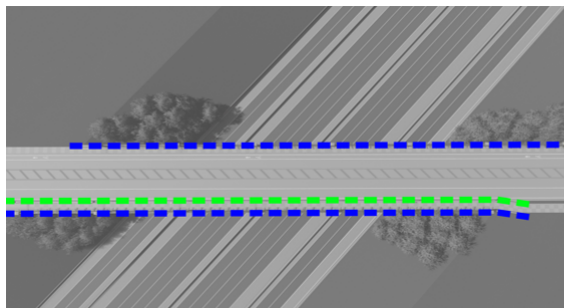
Legend

- Pedestrian Light and Pole small column locations
- Wall to receive proposed wall lights
- Surface mounted cross street name light
- Surface mounted center logo column light
- End logo column lighting package

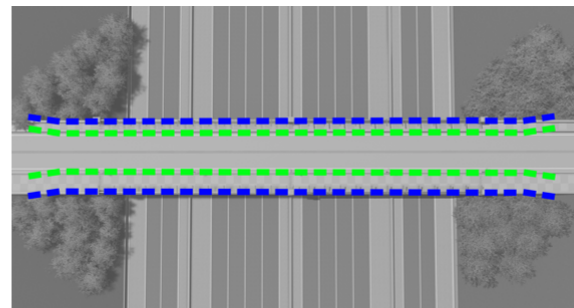
Note

- Wall lights to be placed in highlighted wall locations
- Wall light at beginning and end of each wall run to be placed 10' from edge of wall, remaining wall lights to be evenly spaced +/- 20' O.C.
- Wall lights to be placed on pedestrian side of wall and not on vehicle travel lane side
- Wall locations are based on conceptual designs
- Final designs and structural requirements are the responsibility of the Design/Build Team

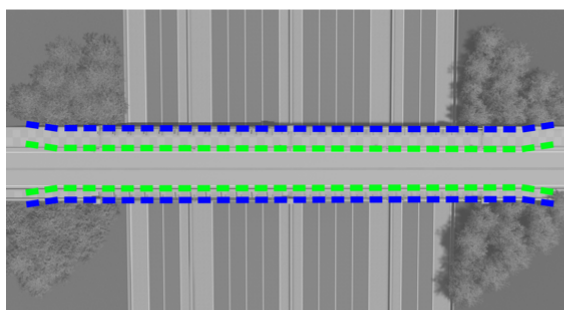
Image 7: Approximate Lighting Locations



Spalding Drive Bridge



Pitts Road Bridge



Roberts Drive Bridge

Legend

- Continuous conduit for future utility crossings.
- Continuous conduit for pole mounted pedestrian lights and wall lights. Power to be fed from either side of bridge.

Note

- Pull boxes to be placed at each pole mounted light location and at the beginning and end of each wall section.
- Each Conduit run to contain (2) -3" conduit min with pull lines.
- Wall locations are based on conceptual designs.
- Final designs and structural requirements are the responsibility of the Design/Build Team.

Image 8: Approximate Conduit Locations

681.5 Payment

Item No. 681	COMMERCIAL MID-BLOCK PEDESTRIAN LIGHT AND POLE @ SMALL COLUMNS	Each
Item No. 682	WALL LIGHT – INTERIOR BARRIER WALL	Each
Item No. 683	SURFACE MOUNTED CENTER LOGO LIGHT	Each
Item No. 684	END LOGO LIGHT PACKAGE	Each
Item No. 685	CROSS STREET NAME LIGHT	Each

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**PROJECT: Spalding Drive/SR 400 Interchange, Pitts Road /SR 400 Interchange and
Roberts Drive /SR 400 Interchange
Fulton County
P.I. NO. 0001757**

Section 900 – Unit Pavers

This Special Provision is to be used concurrently with the City of Sandy Springs's Georgia 400 Bridge Aesthetics: Aesthetic Design Guide dated December 18, 2020. It also incorporates the City of Sandy Springs Design Standard by reference.

Add the following:

Section 900-0039 Concrete Pavers

900.1 – GENERAL

1.1 WORK INCLUDED

- A. Extent of concrete unit paver work is indicated on the plan drawings.
- B. All materials for the base and setting bed as specified in in City of Sandy Springs standard brick banding details.

1.2 RELATED WORK

- A. Grading Complete
- B. Erosion Control

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each type of paver along with installation instructions.
- B. Samples: Submit samples of each type of unit paver for approval by the Engineer. Also submit samples of setting bed course materials and joint mortar. Include enough samples to show the full range of exposed color and texture to be expected in the completed work.
- C. Warranty: Submit manufacturer's warranty cosigned by Contractor which includes all labor and materials to replace all cracked or chipped pavers and reset any pavers settled or heaved out of plane within two years of substantial completion.

1.4 PROJECT CONDITIONS

- A. Cold Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations: Protect unit paver work against freezing when atmospheric temperature is 40° F. and falling. Heat materials and provide temporary protection of completed portions of unit paver work. Comply with International Masonry All-Weather Council's "Guide Specification for Cold-Weather Masonry Construction."
- C. Hot Weather Requirements: Protect unit paver work in hot weather to prevent excessive evaporation of mortar, if applicable. Provide artificial shade, wind breaks and use cooled materials, as required above.
- D.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has successfully completed at least three years of unit paver installations similar in material, design and extent to that indicated for this project. At least one person with current Paver Installer Certification from the Interlocking Concrete Pavement Institute (ICPI) shall be present on-site during paver installation and this person shall be responsible for supervising the installation of all concrete pavers.
- B. Field-Constructed Mock-Up: Prior to installation of unit pavers, erect a 5' x 5' mock-up(s) for each type of unit paver. Build mock-up(s) using materials and base construction, including special features for expansion joints and contiguous work. Provide range of color, texture, and workmanship to be expected in the completed work. Obtain Engineer's

acceptance of usual qualities of mock-up during construction as a standard for judging completed unit paver work. Do not move or destroy mock-up until work is completed.

- C. Manufacturer's representative will periodically inspect work, manage corrections, and certify to Engineer in writing that installation is in accordance with contract requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect unit pavers and aggregate during storage and construction against wetting by rain, snow or groundwater and against soilage of contamination from earth or other types of materials.

900.2 – MATERIALS

2.1 MATERIALS

- A. Brick pavers to be indicated, complying with ASTM C 902, and made from normal weight aggregate, unless otherwise indicated. Pavers to comply with following ASTM C 140 testing: 8,000 psi compressive strength, 169.2 lbs./cu. ft. density, and 5% water absorption per 24-hour period.
- B. Concrete: Concrete sub-slab to be type B (3000psi) under the pedestrian sidewalks.
- C. Aggregates: ASTM C33, washed, graded sand, and natural aggregates; no expanded shale or lightweight aggregate. Mason sand is not acceptable.
- D. Portland Cement Mortar Setting Bed: Portland cement ASTM C 150 Type I or II, Hydrated lime ASTM c 207, type S, and aggregate minus 0.10.
- E. Water: Clean, potable, and free of materials detrimental to strength or bond or mortars.
- F. Grout materials: Latex Portland cement grout: ANSI A118.6, composition as follows.
(one) 1 prepackaged dry mortar mix composed of Portland cement, graded aggregate, colored pigment sand ethylene vinyl acetate in the form of a re-emulsifiable powder to which only water is added at the job site.
Color : blue circle crimson red #48B
- G. Products include:
Paver:
Holland Parkway Series
Color: Desert Stone or Old Town Blend
Measurement: Four (4) inches by eight (8) inches

Paver should be used throughout the project where banding occurs.

900.3 - CONSTRUCTION

3.1 INSPECTION

- A. Installer to examine surfaces indicated to receive unit pavers, for compliance with requirements for installation tolerances subgrade slope-to-drain and other conditions affecting performance of unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Vacuum clean concrete or stone substrates to remove dirt, dust, debris, and loose particles.
- B. Proof roll prepared subgrade surface to check for unstable areas and areas requiring additional compaction. Do not proceed with installation of unit pavers until deficient subgrades have been corrected and are ready to receive subbase for unit pavers.

3.3 INSTALLATION – GENERAL

- A. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
- B. Cut unit pavers with motor-driven, diamond blade wet masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- C. Tolerances: Do not exceed 1/32" unit-to-unit offset from plush (lippage) and a tolerance of 1/8" in 10' from level of slope as indicated for finished surface of paving.
- D. Pavers off the bridge shall be set on mortar setting beds over concrete sub-base. Spread mortar beds evenly over concrete sub-base.
- E. Set concrete pavers in the approved pattern with a joint width of 3/8". Use string lines to keep straight paver corner

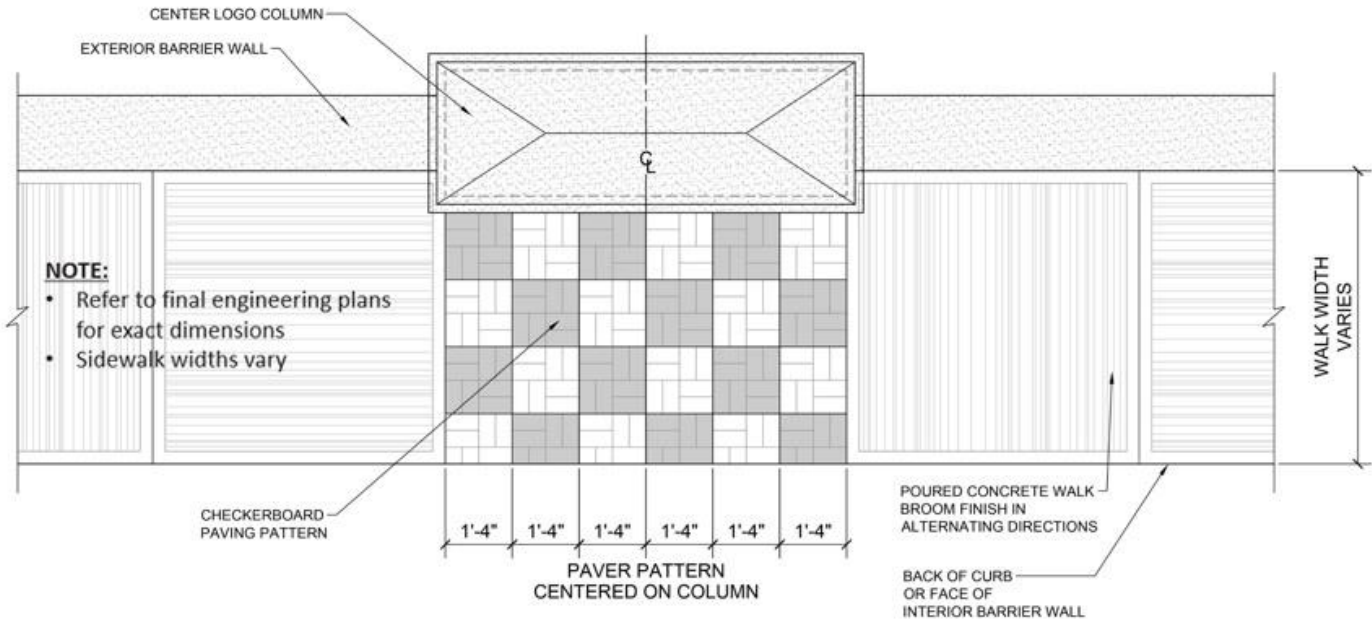
- lines. Fill gaps between units with pieces cut to fit from full-size unit pavers.
- F. Clean all stains and tire marks off pavers and replace cracked or chipped pavers prior to final inspection.
 - G. Provide final protection and maintain conditions in a manner acceptable to Installer, which ensures unit paver work being without staining, damage or deterioration.
 - H. Vehicle construction traffic other than wheelbarrow shall not be allowed on completed paver installations until final completion.
 - I. Pavers on the bridge shall be set in mortar beds.

900.4 - MEASUREMENT

Pavers will be paid for by Square Feet, including materials, fabrication, delivery, labor, tools, equipment, and incidentals required to provide the work completed.

900.5 - PAYMENT

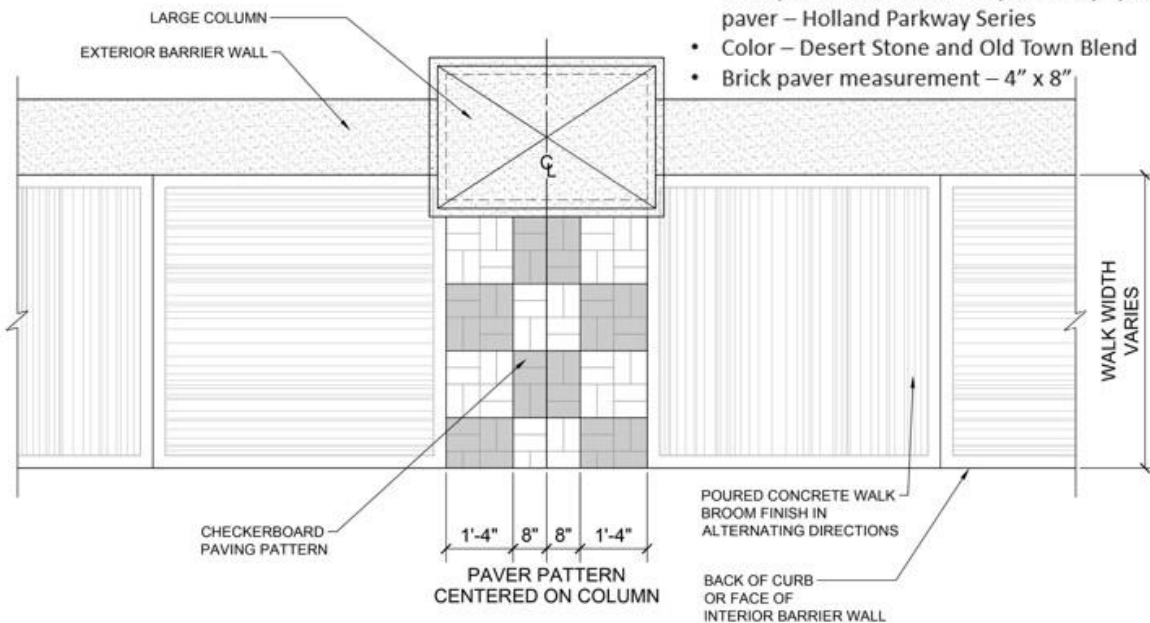
Item No. 900-39	BRICK PAVERS	SF
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BRICK BANDING AT CENTER LOGO COLUMN LOCATION

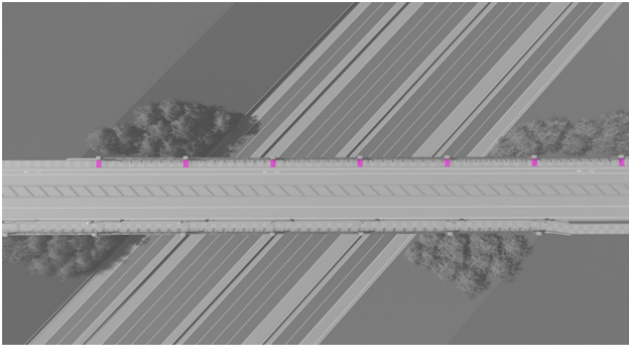
Brick Pavers:

- Brick pavers shall match City of Sandy Springs standard paver – Holland Parkway Series
- Color – Desert Stone and Old Town Blend
- Brick paver measurement – 4" x 8"

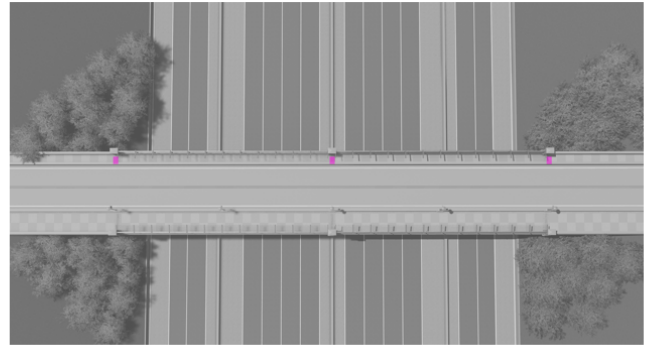


BRICK BANDING AT LARGE COLUMN LOCATION

Image 1: Paver Details



Spalding Drive Bridge



Pitts Road Bridge

Legend

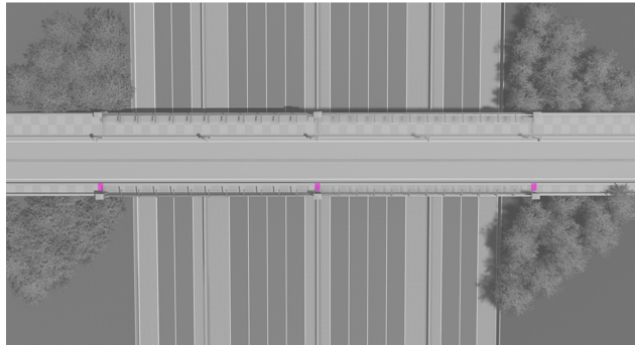


Banding centered on columns

NOTE:

Specialty paving shall be used in the pedestrian areas

- Plain grey concrete with light to medium broom finish in alternating directions
- Brick banding shall be centered on each column on the sidewalk side only, as indicated on the graphics this page. Brick banding shall **not** be used on multi-use trail
- Control joints should be equally spaced between banding as required
- Stamped concrete and concrete pavers are **not** acceptable materials due to undesirable and unauthentic color tones and finish produced by simulated brick materials
- Banding to be adjusted in final design process to match final plans



Roberts Drive Bridge

ATKINS

Image 2: Approximate Layout and Dimensions

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**PROJECT: Spalding Drive/SR 400 Interchange, Pitts Road /SR 400 Interchange
and Roberts Drive /SR 400 Interchange
Fulton County
P.I. NO. 0001757**

Section 999— Architectural Treatments

This Special Provision is to be used concurrently with the City of Sandy Springs's Georgia 400 Bridge Aesthetics: Aesthetic Design Guide dated December 18, 2020. It also incorporates the City of Sandy Springs Design Standard by reference.

999.1 General Description

This work shall consist of constructing concrete stained and textured surfaces shown in the plans.

999.2 Quality Assurance

A. Experience and Qualifications

1. Products and work shall be supplied by a contractor having a minimum of five consecutive years' experience in textured colored concrete construction.
2. Contractor shall furnish evidence to the satisfaction of the Engineer of the Contractor's successful experience with products and workmanship used in similar applications.
3. Test panels and test (sample) areas will be constructed to assure the desired surface treatment on the finished wall surfaces.

999.3 Special Surface Texture (Formliner)

This work shall consist of constructing textured surfaces on formed concrete surfaces in accordance with the provisions of the plan documents and these special provisions.

Except where otherwise specified, textured concrete surfaces shall be constructed using form lining materials and patterns as described in these special provisions and approved by the Engineer. The engineer-approved test panel sample shall be the reference standard. Form liner product on the final structure shall match the pattern and texture as incorporated in the approved test panel.

Use a concrete form lining system made of high-strength urethane elastomer materials capable of withstanding anticipated concrete pour pressures without leakage or causing physical defects. Form liners shall attach easily to pour-in-place forms and be removable without causing concrete surface damage or weakness in the substrate. The liners shall be designed to avoid visible pattern repeats and form surfaces conforming to the design intent of the shape, lines and dimensions shown on the Department's drawings.

As described and illustrated in the plans and these special provisions the architectural pattern called for is as follows:

Stacked Stone Pattern: Formliners shall produce the texture effect of a highly realistic rockwall with rustic face and minimum reveal depth of 1 ½". The pattern shall appear non-repetitive on each area to receive the architectural treatment. These patterns shall be used only as shown on the plans; Sika Greenstreak Formliner Drystack Random Stone, Pattern No. 328, Custom Rock Formliner Travis Drystack, No. 2208, Fitzgerald Formliner Sierra Drystack, Pattern

No. 17933 or equal. The formliner manufacturer for these patterns are:

Sika Greenstreak 3400 Tree Court Industrial Blvd. St. Louis, MO 63122 USA 1-800-325-9504	Custom Rock Formliner 2020 West 7th Street Avenue St. Paul, MN 55116 Tel:(651) 699-1345	Fitzgerald Formliners 1500 East Chestnut Santa Ana, CA 92701 1-800-547-7760
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Custom Liner for Logo Medallion and Precast Lettering for Center Logo Column: A custom formliner for the City of Sandy Springs Logo and City Name Lettering shall produce the effect as detailed in images included in this document and Design Guidelines. Logo Medallion shall be used End Logo Column locations as detailed.

Custom Liner for Cross Street Name: A custom formliner for the Cross Street Name shall produce the effect as detailed in Image 9 included in this document.

Working drawings detailing the patterns shall be submitted to the Engineer for approval. No formliners shall be constructed until the working drawings have been approved by the Engineer.

999.4 Material Standards

Material Standards - Form liner shall be a high quality re-usable product which attaches easily to the forming system and shall not compress more than 0.25 inches when poured at a rate of 10 vertical feet per hour.

Form release agent shall be compatible with form liner and coloring system to be applied.

Installation Standards - Formliner shall be cleaned, made free of build-up prior to each pour, and visually inspected for blemishes and/or tears. If necessary, formliner shall be repaired per manufacturer's recommendation.

Adjoining liners shall be butted tightly together with less than 0.25-inch seams. Open cracks shall be fitted prior to pouring concrete. Securely attach liner to forms per manufacturer's recommendation.

999.5 Construction Standards Concrete Surface Finish

Form liners shall be capable of withstanding anticipated concrete pour pressures without leakage causing physical or visual defects. Form liners shall be removable without causing concrete surface deterioration or weakness in the substrate. Form release agents, form stripping methods and patching materials, as well as related construction shall be mutually compatible with the coloring system to be applied.

Liner butt joints shall be carefully blended into the approved pattern and finished off the final concrete surface. No visible vertical or horizontal seams or conspicuous form marks created by butt joining form liners will be allowed. Finished texture and pattern shall be continuous with complete shapes constructed around corners without visual disruption of the pattern to the satisfaction of the Engineer.

All expansion and contraction vertical joints for the concrete bridge rail shall be incorporated in a near vertical rustication groove of the pattern.

Form tie holes shall be placed in the high point of a groove between patterns. As described elsewhere in this specification, the ties shall be so designed that all material in the device to a depth of at least 1 inch back of the concrete face (bottom of groove) can be disengaged and removed without spalling or damaging the concrete.

999.6 Surface Finish

Surface finish shall conform to the following:

Surface Preparation and Coloration - All formlined surfaces are to be stained. These surfaces shall receive cleaning preparation to assure the surface is free of all laitance, dirt, dust, grease, efflorescence, curing agents, form release agents, paint and any foreign material prior to the stain application in accordance with the manufacturer's recommendations. Submit five copies of the manufacturer's written instructions prior to staining work. The Contractor shall correct, at his own cost, any surface problems created as a direct result of the surface preparation methods used.

Sand blasting will not be allowed for cleaning concrete surfaces, as it will reduce the special surface texture specified elsewhere herein. Pressure washing with water (minimum 3000 psi) is the preferred method of removing laitance. If cleaned by pressure washing, a pressure of 3000 psi is at a rate of 3 to 4 gal-per minute using a fan nozzle held perpendicular to the surface at a distance of 16 to 24 inches shall be provided. The completed surface shall be free of blemishes, discolorations, surface voids and conspicuous form marks to the satisfaction of the Engineer. Concrete must be cured for at least 30 days prior to pressure washing.

The concrete surface stain shall be applied in accordance with the manufacturer's written instructions for application, qualification of applicator, rate of application, and number of coats to apply. Stain shall be applied only at the manufacturer's recommended air temperature range. It shall not be applied upon damp surfaces, nor shall it be applied when the air is misty, or otherwise unsatisfactory for the work, in the opinion of the manufacturer or the Engineer.

Treat all exposed form lined surfaces with penetrating stain. The penetrating stain shall be low viscosity semi-opaque acrylic emulsion and inorganic oxides for toning pigment. Stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight or weathering. Stain mix shall be a waterborne, low V.O.C. material, less than 180 grams/liter. Store stain according to manufacturer's recommendations, with special attention given to recommended temperature range.

Stain mix for logo medallion, city name, and cross street name to match colors as described in image 2 included in this document. All colors related to City logo and name to meet city of Sandy Springs branding requirements,

Stain mix shall achieve color variations present in the stone being simulated for this project. Provide stain that matches the natural colors of the Abernathy greenway gateway structure on the north west corner of Abernathy Road and Wright Road NE intersection. Low luster, or matt water-based stain shall be used to match the color and texture of the stone, mortar joints, and accents. The staining process shall include 5 colors applied in layers to achieve a natural looking finish with highlights and flecking. Submit color chips and a set sample for approval.

As may be required on the project, at boundaries between color tones or between surfaces receiving color at different times, care shall be taken and protection provided to avoid over-spray and color overlap.

The penetrating stain used shall be compatible with the clear coat anti-graffiti coating that is to be applied after completing the surface staining. The graffiti proof coating shall be a clear coating per Section 838 of the Georgia DOT. Product may be Sherman Williams Pro-Industrial Anti-Graffiti Coating, TK Products TK-1496 or approved equal.

999.7 Test Panels

Contractor shall demonstrate his workmanship by constructing test sample panels for all form liner types specified using approved form lining materials. Treatment of pattern on flat surfaces shall be satisfactory demonstrated. Desired final architectural treatment including the pattern shall be achieved on the test panel and approved by the Engineer prior to constructing treatment on the finished structure. The architectural surface treatments of the finished work shall achieve the same final effect as demonstrated on the approved test panel.

Materials used in construction of the test panel(s) shall comply with the Standard Specifications and these special provisions. The mix utilized for the test panel(s) shall be of the same concrete class as for the finished structure. The panel(s) shall be unreinforced, vertically cast, concrete constructed to determine the surface texture resulting by use of form liner. The size of concrete test panel shall be that which is specified in the plans.

Unsatisfactory panel(s) shall be removed and replaced with satisfactory panel(s) for reference.

999.8 Measurement

Architectural Treatment (Includes Staining) – The cost for all Architectural Treatments described within this provision, including form lining and staining, shall be included in the overall bid submitted.

Formliner and Color Basis of Design



Abernathy Greenway Gateway Columns and Walls



City of Sandy Springs City Hall Stacked Stone Walls

Stacked Stone Formliner

- City of Sandy Springs Abernathy Greenway Gateway Columns /Walls and Sandy Springs City Hall stack stone walls are the Basis of Design for stacked stone formliner color and texture
- Low luster, or matt water-based stain shall be used to match the color and texture of the stone, mortar joints, and accents
- Staining process shall include 5 colors applied in layers to achieve a natural looking finish with highlights and flecking
- Concrete must be cured for at least 30 days, pressure washed, and allowed to dry before applying the stain

Image 1: Stacked Stone Basis of Design

5 Stain Pallet for stacked stone formliner walls and columns

P1
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
HVC 116 GECKLE BEIGE

CCE , COLORANT	OZ	32	64	128
G2 - NEW GREEN	-	-	1	1
L1 - BLUE	-	2	-	-
R2 - MAROON	-	5	1	1
B1 - BLACK	-	8	-	-
Y3 - DEEP GOLD	-	41	-	-
W1 - WHITE	2	32	-	-

P2
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
HVC 7 DESERT SAND

CCE , COLORANT	OZ	32	64	128
G2 - NEW GREEN	-	12	1	-
B1 - BLACK	-	15	-	-
R2 - MAROON	-	35	-	1
W1 - WHITE	-	44	1	-
Y3 - DEEP GOLD	4	29	-	1

P3
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
HVC 6 BLUFFSTONE

CCE , COLORANT	OZ	32	64	128
R2 - MAROON	-	4	1	-
B1 - BLACK	-	19	-	-
W1 - WHITE	2	48	-	-
Y3 - DEEP GOLD	6	-	-	-

P4
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
HVC 103 MUDSTONE

CCE , COLORANT	OZ	32	64	128
R2 - MAROON	-	18	-	-
W1 - WHITE	-	38	-	-
Y3 - DEEP GOLD	-	45	-	-
B1 - BLACK	2	27	-	-

P5
SHERWIN WILLIAMS ARCHITECTURAL
CUSTOM MANUAL MATCH
WATER BASED STAIN
LITE TERRA BROWN MATCH

CCE , COLORANT	OZ	32	64	128
W1 - WHITE	-	20	1	-
B1 - BLACK	-	38	-	-
R2 - MAROON	-	17	1	1
Y3 - DEEP GOLD	2	4	-	-

AMS-STD 27722	AMS-STD 17178 Aluminum / Silver	AMS-STD 26152 Gray	AMS-STD 26008 Dark Gray
Cap color "Tan"	Light and Railing Mesh Color 1	Railing Mesh Color 2	Railing Mesh Color 3



PMS: 641 C
PMS: 641 U
CMYK: 100/0/0/35
RGB: 0/125/172



PMS: 648 C
PMS: 295 U
CMYK: 100/52/0/60
RGB: 0/52/97

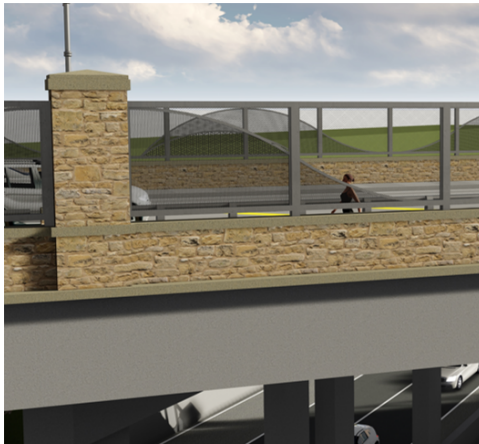


PMS: 7489 C
PMS: 7489 U
CMYK: 56/2/78/5
RGB: 115/181/100

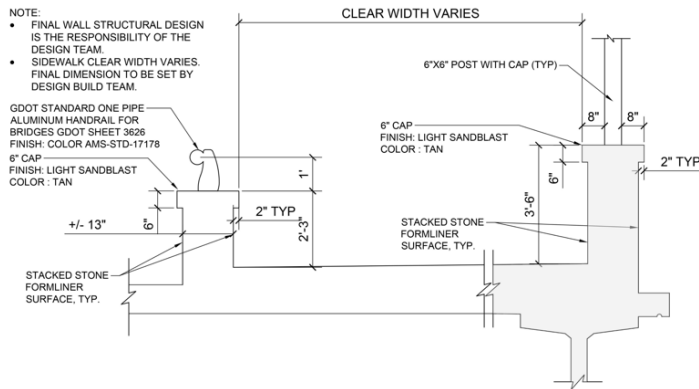
Note

- 5 stain pallet for stacked stone formliner walls and columns is for contractor reference. Final stain combination to match basis of design
- In the case of hand painting elements mockup exercises may be necessary to ensure aesthetic continuity
- Refer to special provisions for more detailed color, texture, and application information

Image 2: Color Pallet



Typical Exterior Barrier Wall Rendering



Typical Exterior Barrier Wall Detail

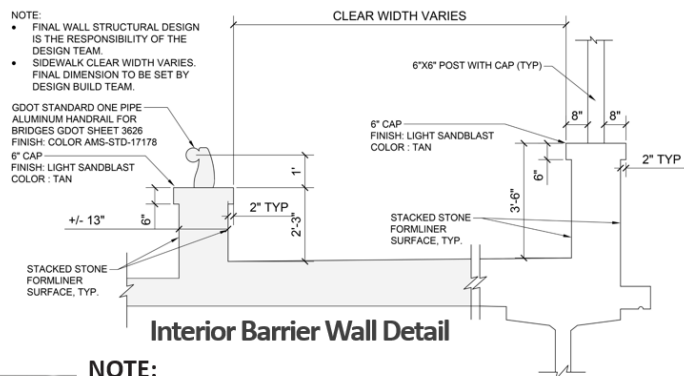
NOTE:

- Exterior barrier wall to have stacked stone formliner both sides
- Exterior barrier wall to have a 6" cap (cap to have flat top)
- Exterior barrier wall to have columns. Refer to Section 3 Columns for details
- Refer to Special Provisions for texture and color requirements
- Refer to bridge cross sections Section 1 for sidewalk clear widths

Image 3: Exterior Barrier Wall



Interior Barrier Wall



Interior Barrier Wall Detail

NOTE:

- Interior barrier wall separates pedestrian spaces from travel lanes
- Interior barrier wall to have stacked stone formliner both sides
- Interior barrier wall to taper to 1' in height and angle out of clear zone, typical, taper occurs at each end of interior barrier wall, refer to Interior Barrier End Section Taper rendering
- Interior barrier wall to have wall lights mounted on pedestrian side of wall only, refer to Section 7 Lighting
- Refer to Special Provisions for texture and color requirements



Interior Barrier End Section Taper

Image 4: Interior Barrier Wall

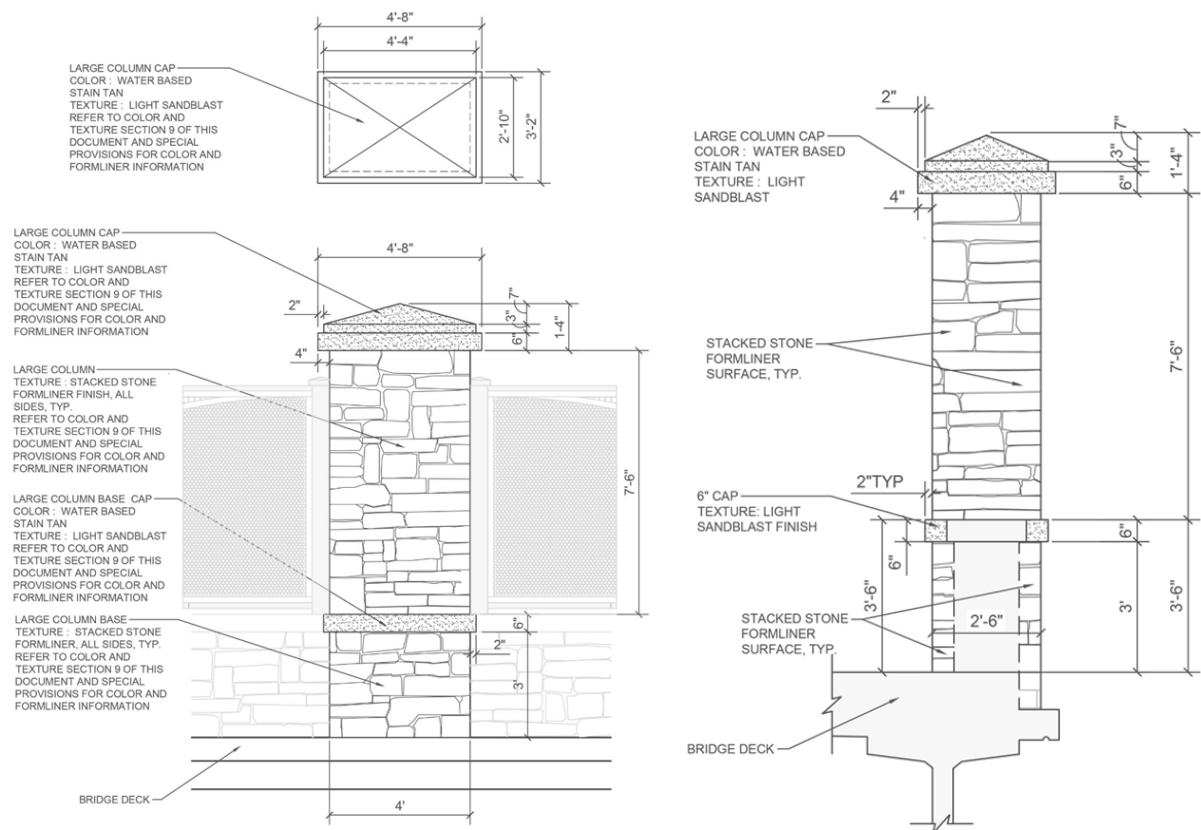
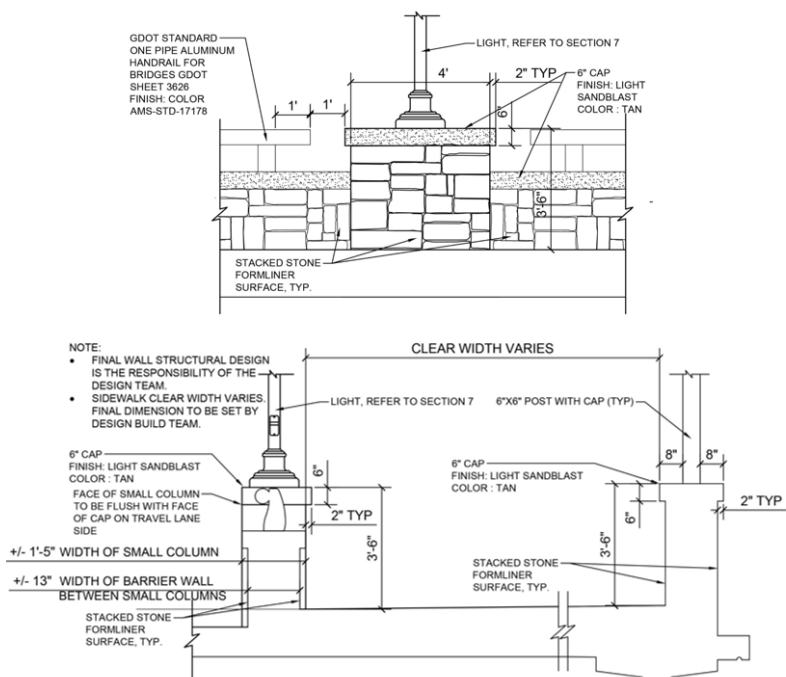


Image 5: Large Column



SMALL COLUMN RENDERING

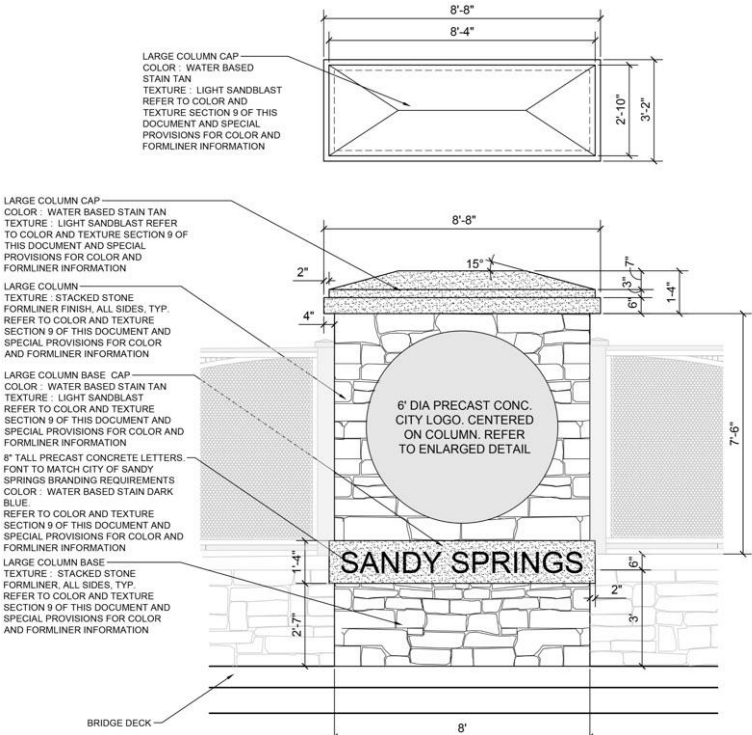


SMALL COLUMN DETAIL

Image 6: Small Column

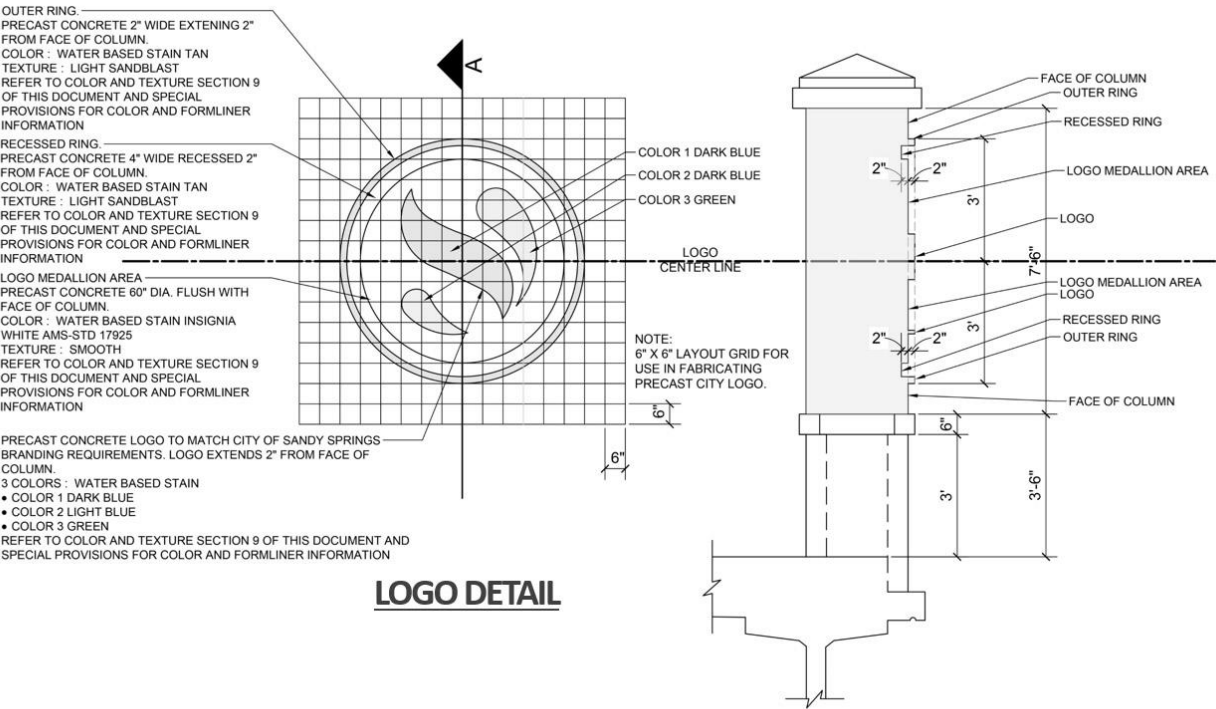


CENTER LOGO COLUMN RENDERING



CENTER LOGO COLUMN DETAIL

Image 7: Center Logo Column

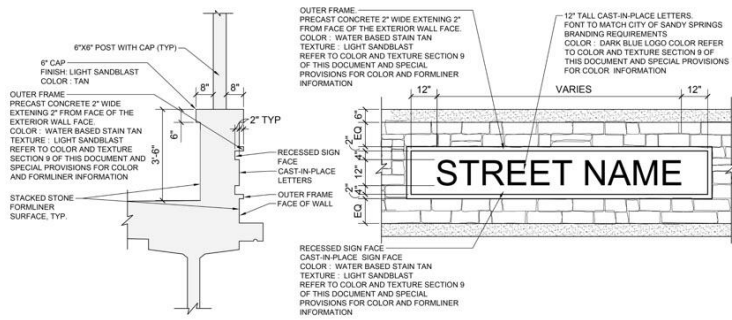


CENTER LOGO COLUMN SECTION A

Image 8: Logo Medallion



Typical Cross Street Name



Cross Street Name Details

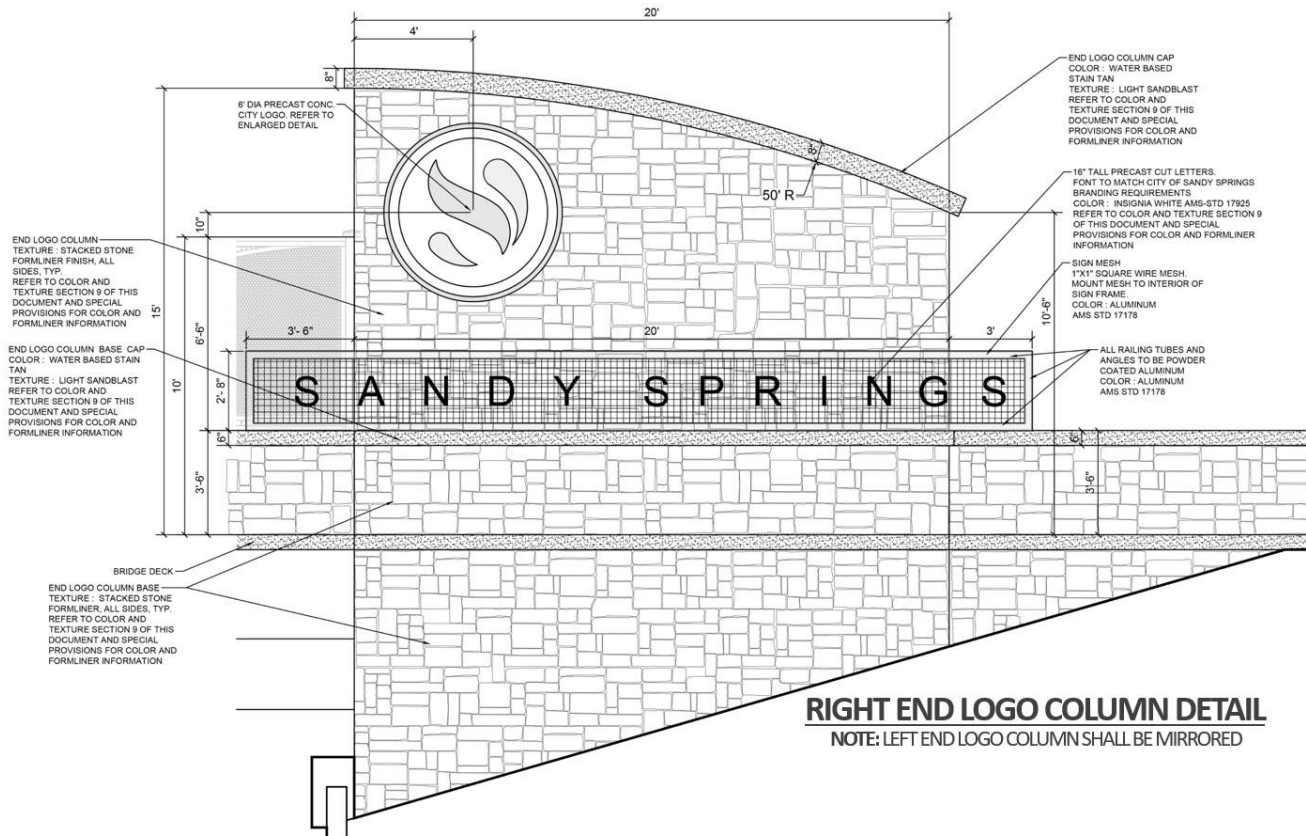


Cross Street Name Enlargement

NOTE:

- Cross street names will be cast-in-place
- Cross street names will be centered on on-coming travel lane – both sides (typ.)
- Crossroad names will be centered vertically on the face of the barrier
- Type style to match City of Sandy Springs branding requirements
- Letters to be dark blue logo color, refer to Section 9 Colors and Finishes

Image 9: Cross Street Name



RIGHT END LOGO COLUMN DETAIL
NOTE: LEFT END LOGO COLUMN SHALL BE MIRRORED



RIGHT END LOGO COLUMN RENDERING

NOTE: LEFT END LOGO COLUMN SHALL BE MIRRORED

Image 10: End Logo Column

EXHIBIT B

Local Government Project Schedule

Project 0001757 SR 400 Express Lanes

Sponsor: City of Sandy Springs

County: Fulton

Activity Description	Due Date
Local Government to coordinate and provide to the Department the City of Sandy Springs Logo sign details needed to design anchors and fasteners to the bridges at Spalding Road, Pitts Road and the Roberts Drive	1/31/2021
Developer to provide request to the Department for the production of the City of Sandy Springs Logo signs six month prior to the date needed for installation	No later than 6 months prior to installation
Developer will provide samples, mock ups and catalog cuts to GDOT for review and acceptance a minimum of 60 days prior to the start of production in accordance with TP Section 15.4 of the Project Agreement	60 days prior to production
Delivery of City of Sandy Springs Logo signs to the project site to be coordinated with the developer through the Department	As needed for coordination with the developer

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH GEORGIA DEPARTMENT OF
TRANSPORTATION FOR THE SR400 EXPRESS LANE BRIDGES ENHANCEMENTS
FEATURES FOR SPALDING DRIVE, PITTS ROAD AND ROBERTS DRIVE**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal and Georgia's State Constitution, and the Charter for the City of Sandy Springs; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the Interim City Manager, has reviewed and recommends the Mayor signing the following Intergovernmental Agreement (IGA) between the City of Sandy Springs and the Georgia Department of Transportation, and

WHEREAS, upon adoption of this Resolution, City of Sandy Springs Public Works Department staff will manage all applicable phases of the Agreement in conjunction with the Georgia Department of Transportation staff.

WHEREAS, per the IGA, the City of Sandy Springs will be responsible for enhancement features, which total \$5,900,940.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

Receive, accept, and affirm the authorization for the Mayor to sign the Intergovernmental Agreement with the Georgia Department of Transportation

RESOLVED this the 19th day of January, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: William H. Martin, Jr., AIA, Public Works Director

DATE: December 28, 2020 Submission for the January 19, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Approval to Authorize the City Manager to Execute a Change Order and Revised Contract for Engineering Design with Atkins North America, Inc. for the SR400 Managed Lanes Bridge Replacement Enhancement Study

Recommendation:

Staff recommends that Council authorize the City Manager to execute a Change Order and Revised Contract for Engineering Design with Atkins North America, Inc. for the SR400 Managed Lanes Bridge Replacement Enhancement Study.

Background:

The SR400 Bridge Enhancements contract with Atkins included providing concept design and concept cost estimates for the three bridges (Spalding Drive Bridge, Pitts Road Bridge, and Roberts Drive Bridge), and for the three options: GDOT Like for Like, GDOT Required Bridge, and COSS Request Section. The concept design required one rendering, one overall plan view, one final bridge elevation of proposed enhancements for each of the three bridges, and one final power point presentation of the recommended improvements. Change Order 1 included preparing the special provisions of the bridge aesthetic guideline details and complete bridge aesthetic guidelines, which were not included in the original contract.

Discussion:

The attached change order is to request an additional fee incurred to include the additional enhancement details requested by the City Council. The additional enhancements include the cross street names, center column City logo, and end column City logo. This change order includes revising the special provisions and design aesthetic guidelines with the additional enhancements.

Financial Impact:

The total proposed fee for this Change Order is \$6,857.40. The original contract fee was \$99,000.00. This Change Order will bring the total construction contract value to \$105,857.40. The original scope was funded by Capital Contingency. The change order will need to be funded by Capital Contingency as well.

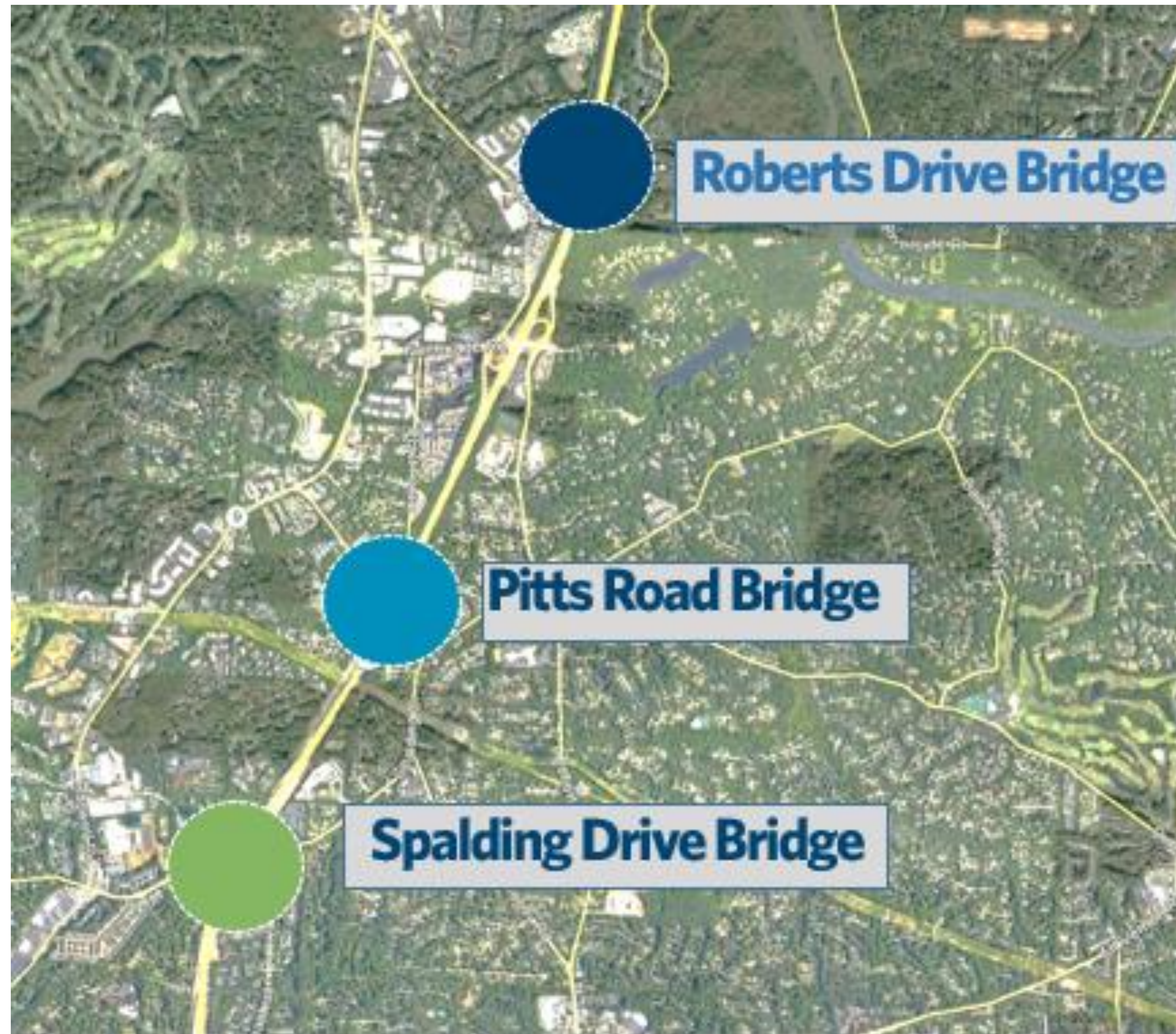
Alternatives:

N/A

Attachments:

1. Project Location
2. Proposed Change Order
3. Resolution Atkins Change Order 01.19.2021

Project Location





Atkins North America, Inc.
1600 RiverEdge Parkway, NW, Suite 700
Atlanta, Georgia 30328
Telephone: +1.770.933.0280
www.atkinsglobal.com/northamerica

December 14, 2020

Ms. Ko Seo,
Project Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

RE: City of Sandy Springs, GA for the SR 400 Managed Lanes – Bridge Replacement Enhancements Study, Addendum #2, Atkins Project Number 100069420

Dear Ms. Seo,

Please find enclosed Addendum #2 for continued services for the SR 400 Managed Lanes – Bridge Replacement Enhancements Study. Enclosed is brief summary of the Additional Services provided by Atkins and the fees that were associated with these services.

Additional Service Requested by the City:

The City requested Atkins to provide refinements to the SR 400 Bridge Aesthetics to meet City Council input. Atkins prepared and completed the SR 400 Bridge Replacement Design Guideline graphics, details and special provisions for the City of Sandy Springs. Atkins refined the associated details with the cross street names, center column an logo, and the bridge end logo column details. In addition, Atkins provide the associated cost estimate information for proposed Sr 400 Bridge Aesthetics improvements for discussions with GDOT and the City Council.

Professional Fees for Additional Services Provided by Atkins:

Atkins provide the Additional Services (indicated above) for the SR 400 Managed Lanes, Bridge Replacement Enhancements Study for an Fee of \$6,857.40. These services will be billed in accordance with Atkins standard hourly rates. Invoices are mailed monthly and are due within 30 days. Any Additional Services requested by the Client that are not specifically identified above will be invoiced at the Standard Hourly Rates.

Thank you for the opportunity to continue to provide the City of Sandy Springs with professional services. It is our goal to serve the City of Sandy Springs with the highest level of service possible. Should you have any questions or require additional information, please do not hesitate to contact me at 770.933.0280 or by email at john.boudreau@atkinsglobal.com.

Sincerely,

John D. Boudreau
Senior Project Manager

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CHANGE ORDER AND REVISED CONTRACT FOR ENGINEERING SERVICES WITH ATKINS NORTH AMERICA, INC. FOR THE SR400 MANAGED LANES BRIDGE REPLACEMENT ENHANCEMENT STUDY, WITHIN THE CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal and Georgia's State Constitution, and the Charter for the City of Sandy Springs; and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents, and

WHEREAS, by Resolution adopted, the City of Sandy Springs has agreed to authorize a Contract increase in the amount of \$6,857.40 with Atkins North America, Inc. for additional engineering services of the SR400 Managed Lanes Bridge Replacement Enhancement Study.

WHEREAS, upon adoption of this Resolution, City of Sandy Springs Public Works Department staff will manage all applicable phases of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That the City Manager execute a Change Order increased in the amount of \$6,857.40 and Revised Contract in the amount of \$105,857.40 for design services required to update the special provisions and the design aesthetic guidelines within the project limits within the City of Sandy Springs, Fulton County, Georgia.

RESOLVED this the 19th day of January, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: David Wells, Deputy City Manager

DATE: January 5, 2021 Submission for the January 19, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve a Contract Award to Rubio and Son Interiors, Inc. for the Construction of the Back-up 911 Center located on the 4th Floor of City Hall, and Authorization for the City Manager to Execute the Contract

Recommendation:

Based upon review of the bids, staff recommends contract award to Rubio and Son Interiors, Inc., in the amount of \$198,334.43 pending approval of the City of Sandy Springs Legal and Finance Departments.

Background:

In late June of 2020, the City performed a needs assessment to relocate the Back-up 911 Center into the City Springs City Hall building. The City contracted Hughes Turner and Phillips architectural firm to assist in the assessment. The team that conducted the assessment was comprised of Joe Hughes (Lead Architect), Keith Sanders (Fire Chief), Jonathan Crowe (Director of IT) and Ron Durmire (Facility Manager).

At the June 16th City Council meeting, council approved a \$350,000 contribution to the Capital Fund as part of the FY21 annual budget for the build-out of the Back-up 911 Center to be located at the City Springs site on the 4th floor.

The design parameters were given to **Rubio and Son Interiors, Incorporated**, an approved Fulton County general contractor, their proposed cost is \$198,334.43. This cost includes all of the structure and finishes of the project, connecting the Back-up 911 Center to emergency back-up generators; connecting the HVAC system into our existing building automation system; connecting to EOC UPS system and installing a 4" raised floor to aid in cable management.

Discussion:

Upon administrative review of the bid, the City of Sandy Springs' Facilities, Purchasing and Legal staff recommended that award be made to Rubio and Son Interiors, Inc.

The project construction cost estimate for the project is \$198,334.43.

Financial Impact:

There are adequate Capital funds available for this project.

Alternatives:

N/A

Attachments:

1. Back 911 Build out proposal \$198334
2. Design Layout
3. FulCo Contract 2
4. Back-up 911 Construction Project_Resolution

Rubio and Son Interiors, Inc.

10 Frost Cove
Hoschton Ga. 30258
"We make it happen."

Proposal

Summary Scope

Complete for the City of Sandy Springs - 911 Call Center as per plans By Hughes, Turner and Phillips, not dated.

Detailed scope of Work

To include fire rating all existing walls per plans
Matching Door/Frame/Hardware 1 location
Painting of walls and columns
Raised Access Flooring with ADA ramp
Matching Carpet from EOC
Matching 2 x 2 ceiling tile and grid
Cloud Ceiling system
Portable aluminum ramp
Install new Air distribution system as per drawing, hot water lines and JCI controls as per Drawing/Schedule
Provide T&B as per drawing for area.
Demo existing ducts and VAV's
Furnish and install new lighting as per lighting drawing and light fixture schedule.
Tie all electrical in to existing electrical room with back up power.
Furnish and install new receptacle and hvac power as per power plans.
Remove existing feeds and relocate to new emergency panel receptacle circuits as per power plan.
Furnish and install new data as per data plans of drawings

Sprinklers and Security NIC.

General Notes:

1. The City of Sandy Springs will be responsible for moving all personnel items out of rooms before contractor starts work. Contractor will notify the City of Sandy Springs in advance for furniture moving in order to avoid any delays to the schedule.
2. Contractor shall utilize the latest issue of the NJPA Specifications for all work.
3. This scope of work does not include any asbestos abatement of any kind whatsoever. Any ACM discovered that cannot remain undisturbed will not be considered part of this scope of work and abatement shall be the responsibility of City of Sandy Springs.

5. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
6. Contractor shall verify all new and existing conditions and dimensions at job site prior to the start of construction and during construction.
7. The Contractor shall perform all work, make all deliveries and have access to work areas between 7:00 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractor shall coordinate inspections as required.
8. Parking will be made available for the Contractor by the City of Sandy Springs and the Contractor shall coordinate all parking with the City of Sandy Springs prior to beginning work.
9. Contractor shall obtain approvals in advance for all lay down and storage areas.
10. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc. This applies only to the areas of work and the path to the dumpster and material staging area.
11. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the City of Sandy Springs on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.

Submittals

Contractor shall submit samples and colors of new finishes and HVAC

Project Schedule

1. All work shall be completed during normal working hours (7am to 5pm) or as directed by the city
2. Contractor to propose a detailed construction schedule and submit with proposal package.
3. Contractor shall begin scheduling the work upon receipt of the Purchase order, and shall coordinate the actual on site work with the city

City of Sandy Springs Responsibilities

1. The City of Sandy Springs shall provide access to the worksite during normal working hours.
2. The City of Sandy Springs shall provide a staging area for project related materials.
3. 1. The City of Sandy Springs shall be responsible for re-routing pedestrian traffic as necessary.

Date: 10/14/2020

Cost Estimate Report

Sandy Springs

Sandy Springs, GA, 30328
1 galumbus way

Sandy Springs - 911 Call Center

Year 2020 Quarter 2

Unit Detail Report

Prepared By: Mark Sparks

KHAFRA ENGINEERING CONSULTANTS

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$850.00	\$850.00
Division 02 Existing Conditions Subtotal					
Division 08 Openings					
081213134000	Frames, steel, knock down, hollow metal, single, 14 ga., 6-3/4" deep, 4'-0" x 7'-0"	1.00	Ea.	\$378.79	\$378.79
081416090440	Door, wood, architectural, flush, interior, hollow core, 7 ply, for 8'-0" high, add	1.00	Ea.	\$48.37	\$48.37
081416200090	Doors, wood, fire, particle core, 7 face plies, "B" label, 1 hour, birch face, 1-3/4" x 3'-0" x 7'-0"	1.00	Ea.	\$591.59	\$591.59
087120152600	Door hardware, school, single, classroom, ANSI F88, complete set incl. lever	1.00	Door	\$1,133.19	\$1,133.19
Division 08 Openings Subtotal					
Division 09 Finishes					
095123101175	Suspended acoustic ceiling tiles, mineral fiber tile, tegular, fissured, 2' x 2' or 2' x 4', 3/4" thick	972.00	S.F.	\$4.19	\$4,072.68
095323300320	Ceiling suspension system, steel, 25% recycled, 2' x 2' grid	972.00	S.F.	\$1.92	\$1,866.24
095323300350	Acoustic ceiling grid, for 9/16" grid, add	972.00	S.F.	\$0.19	\$184.68
095323300400	Concealed Z bar suspension system, 12" module	144.00	S.F.	\$1.76	\$253.44
095323300900	Carrier channels, for ceilings with recessed lighting fixtures, add	108.00	S.F.	\$1.11	\$119.88
095323301080	Hanging wire, 8' long, 12 gauge	10.00	C.S.F.	\$13.26	\$132.60
095323303060	Suspended ceiling systems, seismic clips, attached at walls	14.00	Ea.	\$3.32	\$46.48

RSMeans data
from GORDIAN

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
095323303410	Ceiling suspension system s, seismic wire support for light fixtures, less than 10 lb.	2.00	L.F.	\$1.32	\$2.64
096500000117	metal 4" raised flooring	1,340.00	S.F.	\$21.73	\$29,118.20
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	148.00	L.F.	\$2.60	\$384.80
096813106100	Carpet tile, electrostatic dissipative, for access flooring, 24" x 24", 24 oz.	156.00	S.Y.	\$54.70	\$8,533.20
099113700140	Paints & coatings, exterior door frames & trim only, brushwork, primer + 2 coats, exterior latex	2.00	L.F.	\$1.86	\$3.72
099123331400	Paints & coatings, interior, alkyd (oil base), doors, flush, w/frame, both sides, stain, brushwork, wipe off, 3' x 7', excl. frame	1.00	Ea.	\$25.92	\$25.92
099123331800	Paints & coatings, interior, doors, flush, w/frame, both sides, varnish, brushwork, sand after 1st coat, 3' x 7', excl. frame	1.00	Ea.	\$53.92	\$53.92
099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	2,032.00	S.F.	\$1.56	\$3,169.92
Division 09	Finishes Subtotal				\$47,968.32
Division 10	Specialties				
104413531100	Fire equipment cabinets, portable extinguisher, single, steel box, recessed, D.S. glass in door, steel door & frame, 8" x 12" x 27", excludes equipment	2.00	Ea.	\$295.33	\$590.66
Division 10	Specialties Subtotal				\$590.66
Division 11	Equipment				
118239304040	Sanitizer, medical waste, portable aluminum ramp	1.00	Ea.	\$1,911.00	\$1,911.00
Division 11	Equipment Subtotal				\$1,911.00
Division 22	Plumbing				
220719107440	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2" wall, 6" iron pipe size	156.00	L.F.	\$15.03	\$2,344.68
220719107440	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.72	\$111.70
221113440570	Pipe, steel, black, threaded, 3/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	24.00	L.F.	\$12.18	\$292.32
221113440570	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.70	\$16.73
221113440580	Pipe, steel, black, threaded, 1" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	132.00	L.F.	\$17.25	\$2,277.00
221113440580	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.80	\$105.86

RSMeans data
from GORDIAN

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 22	Plumbing Subtotal				\$5,148.29
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
230505100150	Air conditioner, split unit air conditioner, package unit, 3 ton, selective demolition	2.00	Ea.	\$383.19	\$766.38
230505100150	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$38.32	\$76.64
230505101100	Air conditioner, ductwork, rigid, 6" x 8", selective demolition	37.00	L.F.	\$1.77	\$65.49
230505101100	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.18	\$6.55
230505101300	Air conditioner, ductwork, rigid, 12"-14" x 16"-18", selective demolition	94.00	L.F.	\$3.43	\$322.42
230505101300	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.34	\$32.24
230505105090	Handling & disposal, remove refrigerant from system	48.00	Lb.	\$11.03	\$529.44
230505105090	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$1.10	\$52.94
230523805740	Valves, steel, forged, check, horizontal, threaded, class 800, 3/4"	2.00	Ea.	\$126.27	\$252.54
230523805740	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$2.14	\$4.27
230523805750	Valves, steel, forged, check, horizontal, threaded, class 800, 1"	2.00	Ea.	\$145.61	\$291.22
230523805750	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$2.24	\$4.48
230713103180	Duct thermal insulation, blanket type, fiberglass, flexible, FSK vapor barrier wrap, .75 lb. density, 2" thick	1,220.00	S.F.	\$2.77	\$3,379.40
230713103180	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.24	\$291.58
233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., incl fittings, joints, supports & allow for a flexible connections field sketches, excludes as-built drawings and insulation	1,200.00	Lb.	\$4.71	\$5,652.00
233113130570	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.42	\$498.00
233113130570	Metal ductwork, fabricated rectangular, for 30% fittings, add	1.00	Lb.	\$0.46	\$547.80
233113130570	Duct accessories, fabrics for flexible connections, with metal edge	12.00	L.F.	\$7.99	\$95.88

RSMeans data
from GORDIAN

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
233113192000	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.41	\$4.90
233346102020	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, insulated, P.E. jacket, 1" thick, 10" diameter, pressure to 12"(WG) UL-181	90.00	L.F.	\$10.44	\$939.60
233346102020	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.52	\$47.16
233353103346	Insulation, ductwork, board type, fiberglass liner, FSK, 1-1/2 lb. density, 2" thick	440.00	S.F.	\$7.14	\$3,141.60
233353103346	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$0.58	\$255.20
233713101070	Diffuser, aluminum, ceiling, rectangular, 1 to 4 way blow, 14" x 6", includes opposed blade damper	8.00	Ea.	\$116.65	\$933.20
233713101070	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$3.13	\$25.02
233713101160	Diffuser, aluminum, ceiling, rectangular, 1 to 4 way blow, 21" x 21", includes opposed blade damper	7.00	Ea.	\$283.79	\$1,986.53
233713101160	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$5.10	\$35.68
237313100900	Air-Handling unit, built-up, horizontal/vertical, constant volume, single zone, 1,600 CFM, with cooling/heating coil section, filters, mixing box	3.00	Ea.	\$6,235.38	\$18,706.14
237313100900	Labor adjustment factor (mechanical), general, 108#39; to 14.58#39; high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only	1.00		\$64.33	\$192.98
239430915517	Johnson Controls - network controller, valves, sensors, graphics and commissioning	1.00	Job	\$26,167.60	\$26,167.60
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$65,304.88
Division 26	Electrical				
260505100200	Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	120.00	L.F.	\$1.12	\$134.40
260505101840	Wire, THW-THWN-THHN, #12, electrical demolition, removed from in place conduit, to 10' high	5.00	C.L.F.	\$8.01	\$40.05
260505102120	Fluorescent fixtures, interior, 2 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	8.00	Ea.	\$26.83	\$214.64
260519209250	Metal clad cable, copper, aluminum clad, 600 volt, 4 wire, #12	36.00	C.L.F.	\$297.30	\$10,702.80
260519350020	Wire connector, screw type, #18 to #12	72.00	Ea.	\$1.92	\$138.24
260519640915	wire HVAC unit	3.00	Ea.	\$209.44	\$628.32

RSMeans data
from GORGAN

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	11.00	C.L.F.	\$67.12	\$738.32
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	1,800.00	L.F.	\$4.60	\$8,280.00
260533160150	Outlet boxes, pressed steel, 4" square	32.00	Ea.	\$29.77	\$952.64
260533160200	Outlet boxes, pressed steel, extension rings, 4" square	32.00	Ea.	\$16.50	\$528.00
260533160200	Outlet boxes, pressed steel, extension rings, 4" square	4.00	Ea.	\$16.50	\$66.00
260533160250	Outlet boxes, pressed steel, covers, blank, 4" square	32.00	Ea.	\$7.74	\$247.68
260533160650	Switch boxes, pressed steel	0.00	Ea.	\$22.46	\$0.00
260533161100	Outlet boxes, pressed steel, concrete, floor, 1 gang	10.00	Ea.	\$208.89	\$2,088.90
260533162000	Outlet boxes, cast, poke-thru fitting, fire rated, for 3-3/4" floor	10.00	Ea.	\$254.96	\$2,549.60
260533162120	Outlet boxes, cast, poke-thru fitting, pedestal, duplex receptacle & telephone plate	1.00	Ea.	\$254.63	\$254.63
260533180200	Pull boxes, steel, type SC, 8" W x 8" H x 4" D, NEMA 1	1.00	Ea.	\$69.66	\$69.66
260923100110	Lighting devices, occupancy sensors, ultrasonic, ceiling mounted	2.00	Ea.	\$181.51	\$363.02
260923100400	Lighting devices, remote power pack	1.00	Ea.	\$83.49	\$83.49
262416201200	Circuit breakers, ground fault, 14 K A I.C., 1 pole, 277 volt, 15-30 amp	1.00	Ea.	\$97.07	\$97.07
262723403400	Surface raceway, telephone outlet, no. 1500	132.00	Ea.	\$47.36	\$6,251.52
265113553020	Interior LED fixtures, linear, suspended mounted, 74 watt, two light bar 4' long, incl lamps, mounting hardware and connections	18.00	Ea.	\$450.58	\$8,110.44
265213160220	Exit lighting, LED standard, double face, ceiling or wall mount	2.00	Ea.	\$124.09	\$248.18
265213160270	Combination emergency light units and exit sign, ceiling or wall mount	1.00	Ea.	\$311.78	\$311.78
Division 26	Electrical Subtotal				\$43,099.38
Division 27	Communications				
271323130150	Fiber optic jumper	132.00	Ea.	\$38.82	\$5,124.24
271323130200	Fiber optic pigtail	132.00	Ea.	\$40.51	\$5,347.32
271323130300	Fiber optic connector	132.00	Ea.	\$48.20	\$6,362.40
275159151205	Cat6 Plenum rated wire	25.00	C.L.F.	\$579.04	\$14,476.00
Division 27	Communications Subtotal				\$31,309.96

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					
	General Contractor's Markup on Subs			0.00%	\$198,334.43 \$0.00
Subtotal					
	General Conditions			0.00%	\$198,334.43 \$0.00
Subtotal					
	General Contractor's Overhead and Profit			0.00%	\$198,334.43 \$0.00
Grand Total					\$198,334.43

BUILDING CODES

BUILDING CODES

- INTERNATIONAL BUILDING CODE (ICC); 2018 EDITION WITH 2020 AMENDMENTS
- NATIONAL ELECTRICAL CODE (NFPA); 2017 EDITION
- INTERNATIONAL FUEL GAS CODE (ICC); 2018 EDITION WITH 2020 AMENDMENTS
- INTERNATIONAL MECHANICAL CODE (ICC); 2018 EDITION WITH 2020 AMENDMENTS
- INTERNATIONAL PLUMBING CODE (ICC); 2018 EDITION WITH 2020 AMENDMENTS, AND "IPC APPENDIX F"
- INTERNATIONAL ENERGY CONSERVATION CODE (IECC); 2015 EDITION WITH 2020 AMENDMENTS
- INTERNATIONAL EXISTING BUILDING CODE (IEBC); 2012 EDITION WITH 2015 AMENDMENTS
- EXIT DOORS SHALL NOT BE SUBJECT TO THE USE OF A KEY OR REQUIRE SPECIAL KNOWLEDGE TO OPERATE PER NFPA 101 LIFE SAFETY CODE, CHAPTER 7, SEC. 7.2.1.5.3. - 2018 EDITION.
- COMBUSTIBLE INTERIOR FINISH PRODUCTS SHALL COMPLY WITH THE REQUIREMENTS OF THE RESPECTIVE OCCUPANCY CHAPTER OF THE NFPA 101 LIFE SAFETY CODE 2018 EDITION. PROVIDE CERTIFICATION AT THE TIME OF FINAL INSPECTION THAT THE PRODUCTS COMPLY WITH THE REQUIREMENTS.

FIRE CODES:

- NFPA CODES AND STANDARDS; CURRENT EDITION (*)
- NFPA 101 LIFE SAFETY CODE; 2018 EDITION; GEORGIA AMENDMENTS (120-3-3)
- INTERNATIONAL FIRE CODE (ICC); 2018 EDITION WITH GEORGIA AMENDMENTS (120-3-3)
- (* REFERENCED CODES ARE MODIFIED BY THE STATE FIRE MARSHAL PER CHAPTER 120-3-3 OF RULES AND REGULATIONS OF THE SAFETY FIRE COMMISSIONER)
- O.C.G.A. TITLE 25 (STATE FIRE LAW)
- O.C.G.A. TITLE 30 (ACCESS TO USE OF PUBLIC FACILITIES BY PERSONS WITH DISABILITIES)
- 2010 ADA STANDARDS
- 2018 EDITION OF THE NFPA CODES AND STANDARDS AS ADOPTED AND MODIFIED BY THE STATE FIRE MARSHAL TITLE 25 OCGA, AND 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
- 2018 EDITION NATIONAL FIRE PROTECTION ASSOCIATION LIFE SAFETY CODE, WITH 2015 GEORGIA AMENDMENTS NFPA STANDARDS AS LISTED IN THE RULES AND REGULATIONS OF THE SAFETY FIRE COMMISSIONER CHAPTER 120-3-3.
- PROVIDE AN ANNUAL FIRE ALARM SYSTEM TEST CERTIFICATE AT THE TIME OF FINAL INSPECTION.
- 2019 NFPA 13 - SPRINKLERS
- 2019 NFPA 72 - FIRE ALARMS

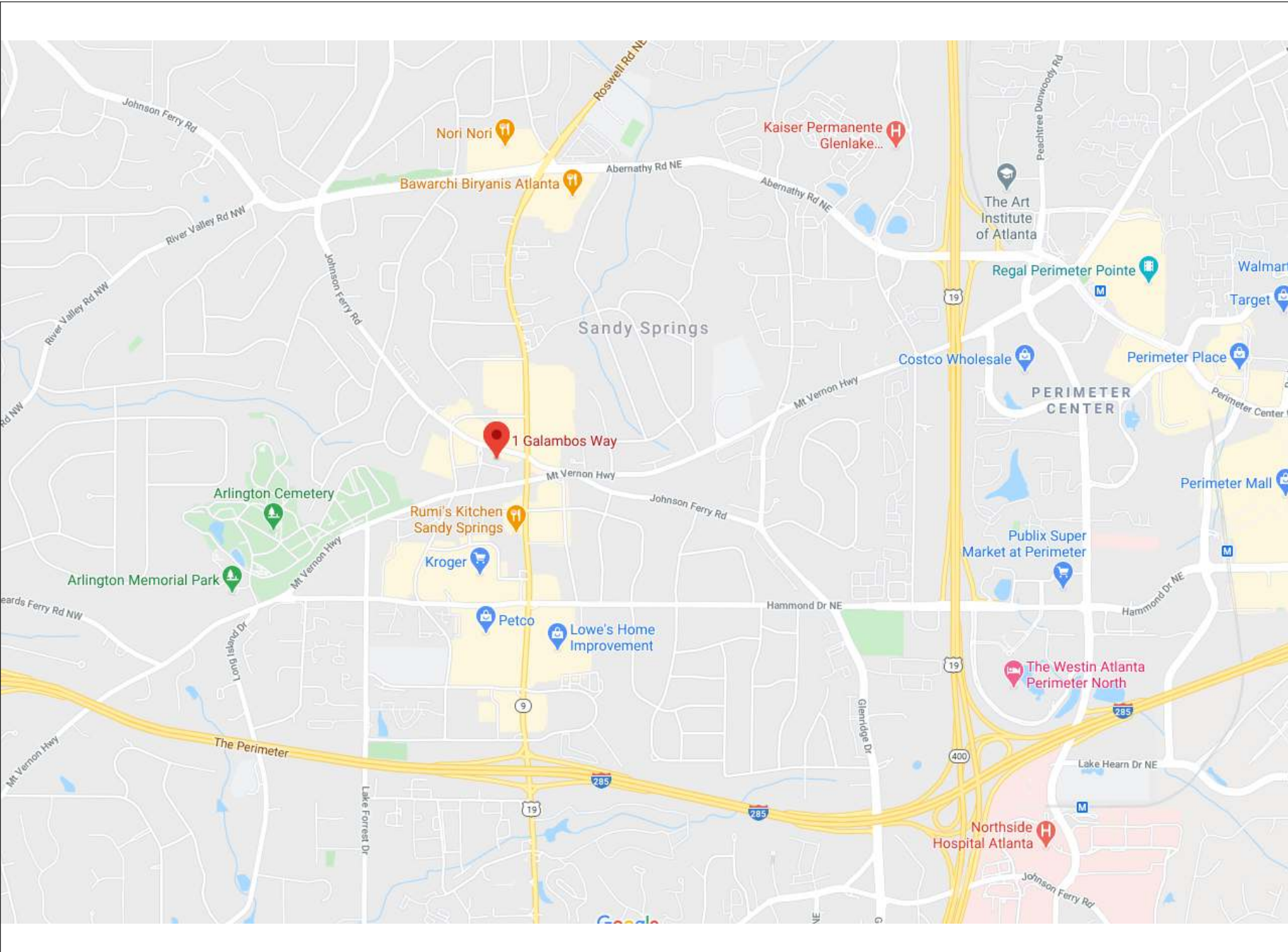
GENERAL NOTES

- CONTRACTOR TO VERIFY FUNCTIONALITY / SIZING OF ANY EXISTING BACKFLOW PREVENTER(S).
- CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF MATERIAL DISCREPANCIES FOUND ON THE DRAWINGS OR ANY EXISTING CONDITIONS FOUND ON THE SITE WHICH CONFLICT WITH CONDITIONS AS SHOWN IN THE CONTRACT DOCUMENTS.
- DEDICATED CIRCUITS FOR EXIT LIGHTING ARE NOT PERMITTED. THEY SHALL BE CONNECTED TO THE LIGHTING CIRCUIT BREAKER FOR THE AREA THEY SERVE.
- THE TOPS OF ACCESSIBLE TABLES AND COUNTERS SHALL BE FROM 28" TO 34" ABOVE THE FINISHED FLOOR OR GROUND. GEORGIA ACCESSIBILITY CODE.
- THE TOPS OF ACCESSIBLE BREAK ROOM SINKS SHALL COMPLY WITH 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN FOR HEIGHT, KNEE CLEARANCE, DEPTH, CLEAR FLOOR SPACE, AND FAUCETS.
- NOTE WELL: PER NEC 2017 ALL CABLING USED IN CONSTRUCTION SHALL BE LOC (LIMITED COMBUSTION CABLE).
- NOTE WELL: THE CONTRACTOR SHALL PERMANENTLY IDENTIFY ALL FIRE RATED WALLS (A CORRESPONDING HOURLY RATING) REQUIRED TO HAVE PROTECTED OPENINGS. CORRIDOR PARTITIONS, SMOKE STOP PARTITIONS, HORIZONTAL EXIT PARTITIONS, AND EXIT ENCLOSURES EITHER BY INSTALLING SIGNS OR BY STENCILING IN CONCEALED SPACES THE FOLLOWING (ONE) HOUR FIRE AND SMOKE BARRIER - PROTECT ALL OPENINGS. IDENTIFICATION SHALL BE SPACED NO MORE THAN TWELVE (12) FEET ON CENTER WITH A MINIMUM LETTER SIZE OF TWO (2) INCHES IN HEIGHT ON A CONTRASTING BACKGROUND.
- NOTE WELL: INSULATION MATERIALS INSTALLED IN BUILDINGS OF ANY TYPE CONSTRUCTION SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 450 AS DETERMINED IN ACCORDANCE WITH ASTM E84. CLEARLY SPECIFY ON DRAWINGS THE CORRESPONDING FLAME SPREAD AND SMOKE-DEVELOPED INDEXES FOR THE PURPOSED INSULATION TO DOCUMENT COMPLIANCE WITH 2018 INTERNATIONAL BUILDING CODE TABLE 803.13.
- ALL TENANT EXTERIOR DOORS SHALL BE DESIGNED WITH 4" MINIMUM SIZE LETTERING.
- A SIGN CLEARLY STATING THAT SMOKING IS PROHIBITED SHALL BE CONSPICUOUSLY POSTED BY THE BUILDING OWNER, OPERATOR, MANAGER OR OTHER PERSON IN CONTROL IN EVERY PUBLIC PLACE AND PLACE OF EMPLOYMENT. "NO SMOKING" SIGNS OR THE INTERNATIONAL "NO SMOKING" SYMBOL CONSISTING OF A PICTORIAL REPRESENTATION OF A BURNING CIGARETTE ENCLOSED IN A RED CIRCLE WITH A RED BAR ACROSS IT SHALL BE POSTED.

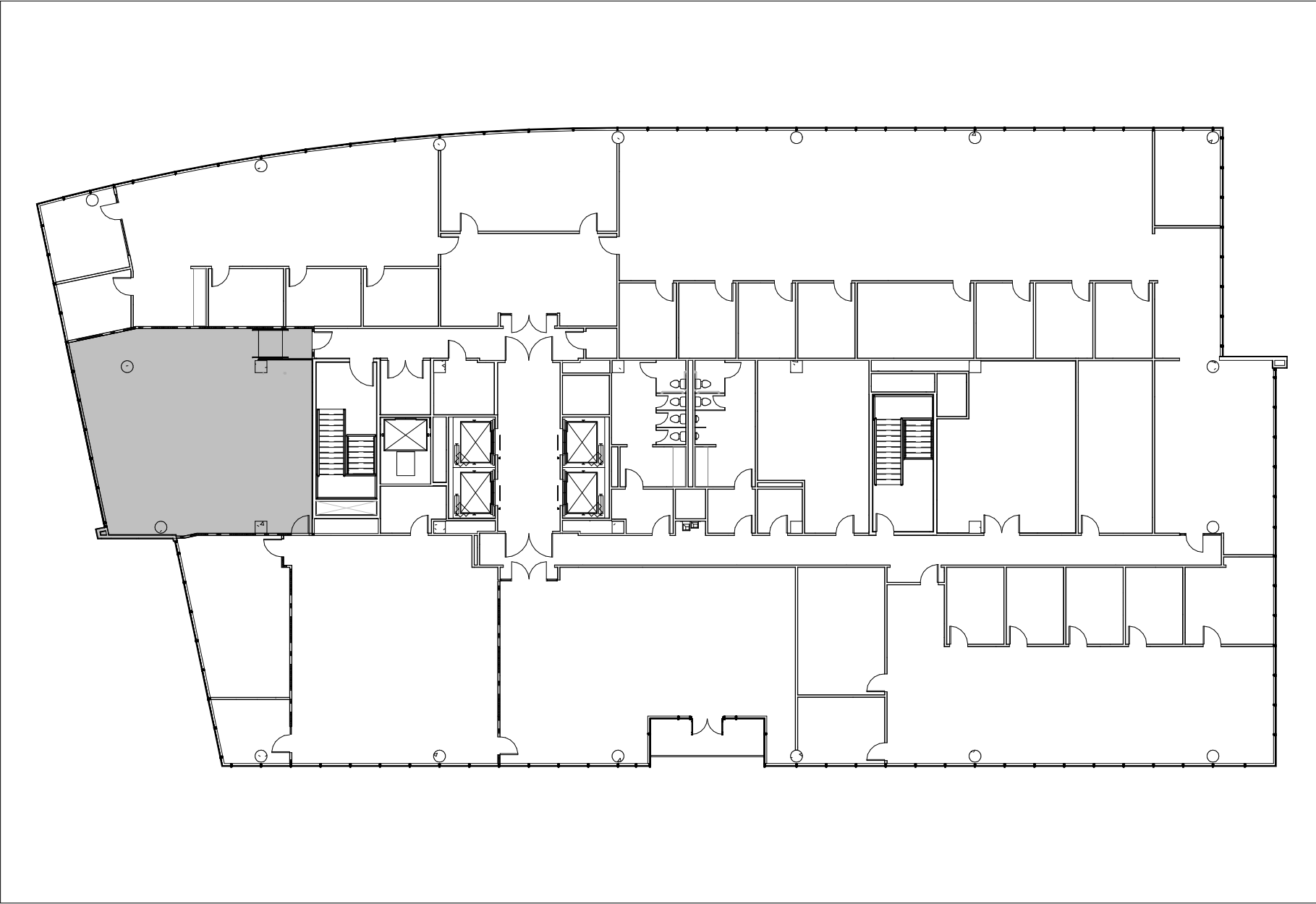
ABBREVIATIONS

ACT	ACOUSTICAL CEILING TILE	LAV	LAVATORY
AFF	ABOVE FINISHED FLOOR	MTL	METAL
BLDG	BUILDING	MECH	MECHANICAL
CLG	CEILING	MIN	MINIMUM
CLR	CLEAR	MISC	MISCELLANEOUS
CMU	CONCRETE MASONRY UNIT	N/A	NOT APPLICABLE
COL	COLUMN	NIC	NOT IN CONTRACT
CONST	CONSTRUCTION	NTS	NOT TO SCALE
CPT	CARPET	OC	ON CENTER
DF	DRINKING FOUNTAIN	PLAM	PLASTIC LAMINATE
DIM	DIMENSION	PT	PAINT
DEMO	DEMOLITION	PB	PHONE BOARD
DR/FR	DOOR/ DOOR FRAME	RA	RETURN AIR
DN	DOWN	R/R	REMOVE AND/ OR RELOCATE
EQ	EQUAL	REQ'D	REQUIRED
EQUIP	EQUIPMENT	RM	ROOM
EXIST'G	EXISTING	SIM	SIMILAR
EX FAN	EXHAUST FAN	SC	SOLID CORE
ELEC/TELE	ELECTRICAL / TELEPHONE	STOR	STORAGE
EP	ELECTRICAL PANEL	SF	SQUARE FEET
ETR	EXISTING TO REMAIN	TYP	TYPICAL
FD	FLOOR DRAIN	UNO	UNLESS NOTED OTHERWISE
FE	FIRE EXTINGUISHER	VCT	VINYL COMPOSITE TILE
FIN	FINISH	VWC	VINYL WALLCOVERING
F&I	FURNISH AND INSTALL	W/	WITH
FLOUR	FLUORESCENT (LIGHT FIXTURE	W/O	WITH OUT
GL	GLASS	WC	WATER CLOSET
GWB	GYPSPUM WALL BOARD	WD	WOOD
HM	HOLLOW METAL		
HVAC	HEATING, VENTILATION AND AIR CONDITIONING		

VICINITY MAP



LOCATION PLAN



CONSTRUCTION DOCUMENT APPROVAL

MY SIGNATURE BELOW INDICATES I HAVE CAREFULLY REVIEWED THE CONSTRUCTION DOCUMENTS AND VERIFIED THE DESIGN CONCEPT AND SCOPE OF WORK MEETS MY APPROVAL. I UNDERSTAND FAILURE TO APPROVE THESE DRAWINGS MAY RESULT IN PROJECT CONSTRUCTION DELAYS.

SIGNATURE

PRINT NAME

DATE

PROJECT DIRECTORY

ARCHITECT

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2970 CLAIRMONT ROAD, NE
SUITE 300
ATLANTA, GA 30329
(404) 233-3533 EXT. 107
CONTACT: JOE HUGHES
EMAIL: JHUGHES@HUGHESTURNERPHILLIPS.COM

OWNER

CITY OF SANDY SPRINGS
1 GALAMBOS WAY
SANDY SPRINGS, GA 30328
(770) 730-5600
CONTACT: DAVE WELLS
EMAIL: DWELLS@SANDYSPRINGSGA.GOV

CONTRACTOR

TBD

ELECTRICAL ENGINEER

HOSKINS ENGINEERING
3070 WINDMONT ROAD, NE
SUITE F #402
ALPHARETTA, GA 30005
(404) 233-3533 EXT. 107
CONTACT: MATTHEW HOSKINS
EMAIL: MHOSKINS@HOSKINSENG.COM

MECHANICAL ENGINEER

LOWE CONSULTING ENGINEERING, LLC
4891 KARLS GATE DRIVE
MARIETTA, GA 30068
(770) 310-4651
CONTACT: JEFF LOWE
EMAIL: JLOWE.ENG@GMAIL.COM

PROJECT DESCRIPTION

INTERIOR BUILDOUT IN EXISTING BUILDING. EXTENT OF WORK TO INCLUDE : DEMOLITION OF INTERIOR PARTITION, CONSTRUCTION OF NEW PARTITION, DOOR, AND INTERIOR FINISHES. MODIFICATIONS TO M.E.P. AS REQUIRED.

BUILDING CRITERIA

BUILDING NAME: SANDY SPRINGS CITY CENTER
ADDRESS: 1 GALAMBOS WAY
SUITE 401
SANDY SPRINGS, GA 30328

OCCUPANCY CLASSIFICATION: BUSINESS
JURISDICTION: SANDY SPRINGS
TYPE OF CONSTRUCTION: TYPE II B
1 HOUR PROTECTION: NO
SPRINKLER: YES
FIRE ALARM: YES
SEISMIC USE GROUP: GROUP 1
SEISMIC DESIGN CATEGORY: C
TOTAL INTERIOR FINISH AREA: 1,288 USF
WAREHOUSE: N/A
OFFICE: 1,288 USF
BASEMENT: N/A
MEZZANINE: N/A
STORIES: 5 STORIES
FLOOR: 4TH FLOOR
DECK HEIGHT: 13'-6"
MINIMUM FLOOR LIVE LOAD: 50
OCCUPANCY: 10 OCCUPANTS

SHEET INFORMATION

DRAWING SHEET LIST	
SHEET NUMBER	SHEET NAME
A-0.01	Cover Page
A-0.02	Architectural Detail Sheet
A-0.03	Architectural General Notes
A-1.01	Life Safety Plan
A-2.01	Demolition Plan
A-3.01	Architectural Plan
A-4.01	Reflected Ceiling Plan
A-5.01	Finish Plan
A-6.01	Architectural Elevations
E-0.01	Electrical Legend, Notes, & Details
E-0.02	Electrical Panel Schedules
E-0.03	Lighting Schedule and Energy COMCHECK Report
E-1.01	Floor Plan - Electrical
E-2.01	Floor Plan - Lighting
E-3.01	Floor Plan - Systems
M-0.01	Mechanical Notes, Schedules, and Details
M-1.01	Mechanical Plans - Ductwork
M-1.02	Mechanical Plan - Piping

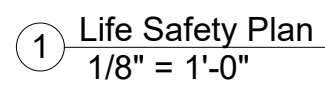
REVISION SCHEDULE	
NUMBER	DATE
COMMENTS	

PROJECT:	911 CALL CENTER
CLIENT:	CITY OF SANDY SPRINGS
1 GALAMBOS WAY SUITE 401 SANDY SPRINGS, GA 30328	

CITY OF SANDY SPRINGS	Cover Page
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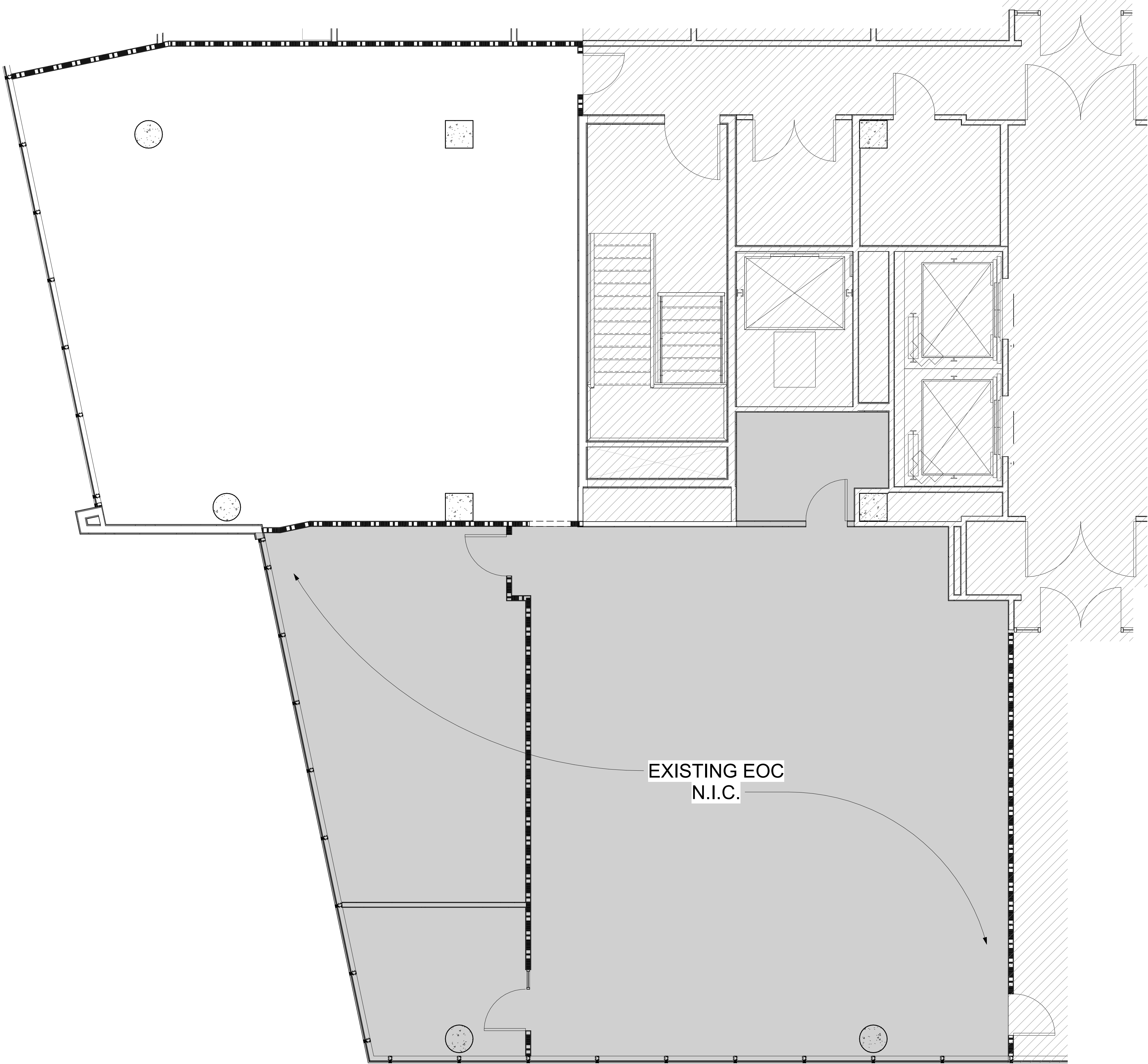


PROJECT NUMBER: SA 912.20 DATE: 08/02/2020 SHEET NUMBER: A-0.01	SCALE: 1"=200' DRAWN BY: JWH/BD DATE: 08/02/2020	REVIEW AND APPROVE ☐ NOT RELEASED FOR CONSTRUCTION ☐ RELEASED FOR CONSTRUCTION
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PROJECT NUMBER: 824.012.20		SCALE: 1/8" = 1'-0"		STAMP: 		CLIENT: CITY OF SANDY SPRINGS		PROJECT: 911 CALL CENTER		REVISION SCHEDULE	
DATE: 09.02.2020		DRAWN BY: JWH / BD		No. 64568 PROFESSIONAL ENGINEER <i>Matthew Turner</i>		Life Safety Plan		1 GALAMBOS WAY SANDY SPRINGS, GA 30328		NUMBER	
SHEET NUMBER: A-1.01		☐ REVIEW AND APPROVE ☐ NOT RELEASED FOR CONSTRUCTION ☒ RELEASED FOR CONSTRUCTION		STAMP DATE: 09.02.2020				DATE		COMMENTS	

1 Demolition Plan
1/4" = 1'-0"



DEMOLITION LEGEND	
SYMBOL	DESCRIPTION
	EXISTING PARTITION OR BASE BUILDING / BUILDING CORE
	EXISTING CONSTRUCTION TO BE REMOVED

PROJECT NUMBER:
24-012-20

DATE:
08/02/2020

SHEET NUMBER:
A-2.01

SCALE:
As indicated

DRAWN BY:
JWH/BD

REVIEW AND APPROVE
☐ NOT RELEASED FOR
CONSTRUCTION
☐ RELEASED FOR
CONSTRUCTION

STAMP:
GEORGIA
REGISTERED
PROFESSIONAL
ARCHITECT
No. 6458
Matthew Turner

STAMP DATE: 08/02/2020

CLIENT:
CITY OF SANDY
SPRINGS

Demolition Plan

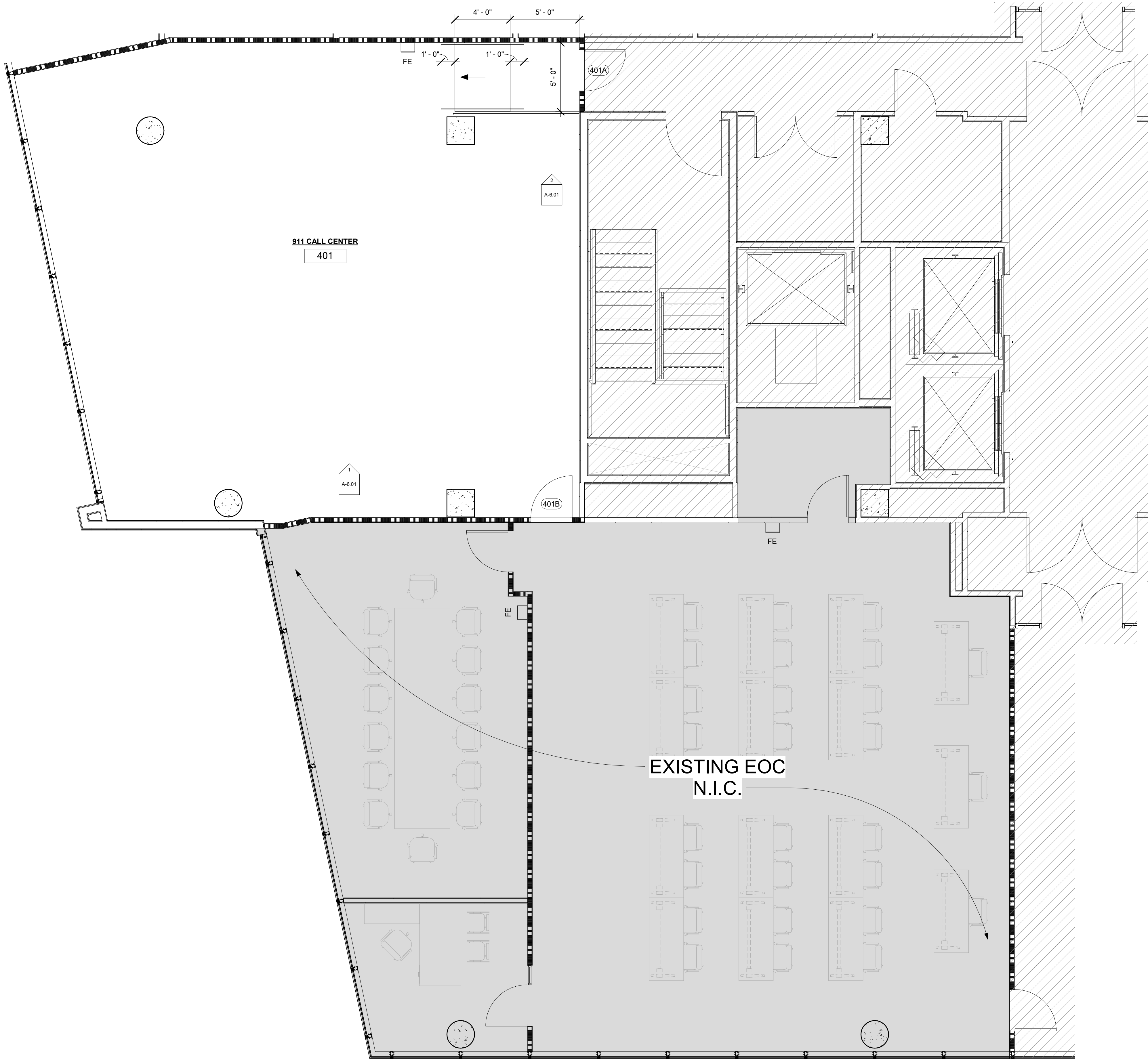
PROJECT:
911 CALL CENTER

1 GALAMBOS WAY
SANDY SPRINGS, GA 30328

REVISION SCHEDULE	
NUMBER	DATE

HUGHES TURNER PHILLIPS
ARCHITECTURE | INTERIOR DESIGN | SPACE PLANNING

1 Architectural Plan
1/4" = 1'-0"



ARCHITECTURAL LEGEND	
SYMBOL	DESCRIPTION
	EXISTING PARTITION OR BASE BUILDING / BUILDING CORE
	EXISTING CONSTRUCTION TO BE REMOVED
	LOCATION OF EXISTING BUILDING STANDARD TENANT DEMISING PARTITION OR CORRIDOR PARTITION. ALL TENANT DEMISING AND CORRIDOR PARTITIONS TO BE FLOOR TO STRUCTURE, MIN. 1-HOUR RATED ASSEMBLY; MIN. 3-5/8", MIN. 25 GAUGE METAL STUDS AT 24" O.C.; (5/8") TYPE "X" FIRE CODE DRYWALL EACH SIDE; AND 3-1/2" SOUND ATTENUATION BATTS IN CAVITY. ANCHOR TO SLAB AND SEAL TIGHT TO STRUCTURE. CONTINUOUS PERIMETER CAULKING AS REQUIRED (TEST NUMBER : UL DES. U 465). PROVIDE FIRE DAMPERED RETURN AIR GRILLES AS REQUIRED. PATCH / REPAIR / UPGRADE AS REQUIRED. CONTROL JOINTS (CLARK DIETRICH - FAS-093X OR EQUAL TO) SHALL BE INSTALLED WHERE A WALL OR PARTITION RUNS IN AN UNINTERRUPTED STRAIGHT PLANE EXCEEDING 30 LINEAR FEET.
	LOCATION OF FIRE EXTINGUISHER - _2_A_10_BC.
	DOOR TAG. SEE DOOR SCHEDULE FOR DETAILS.

REVISION SCHEDULE	
NUMBER	DATE
COMMENTS	

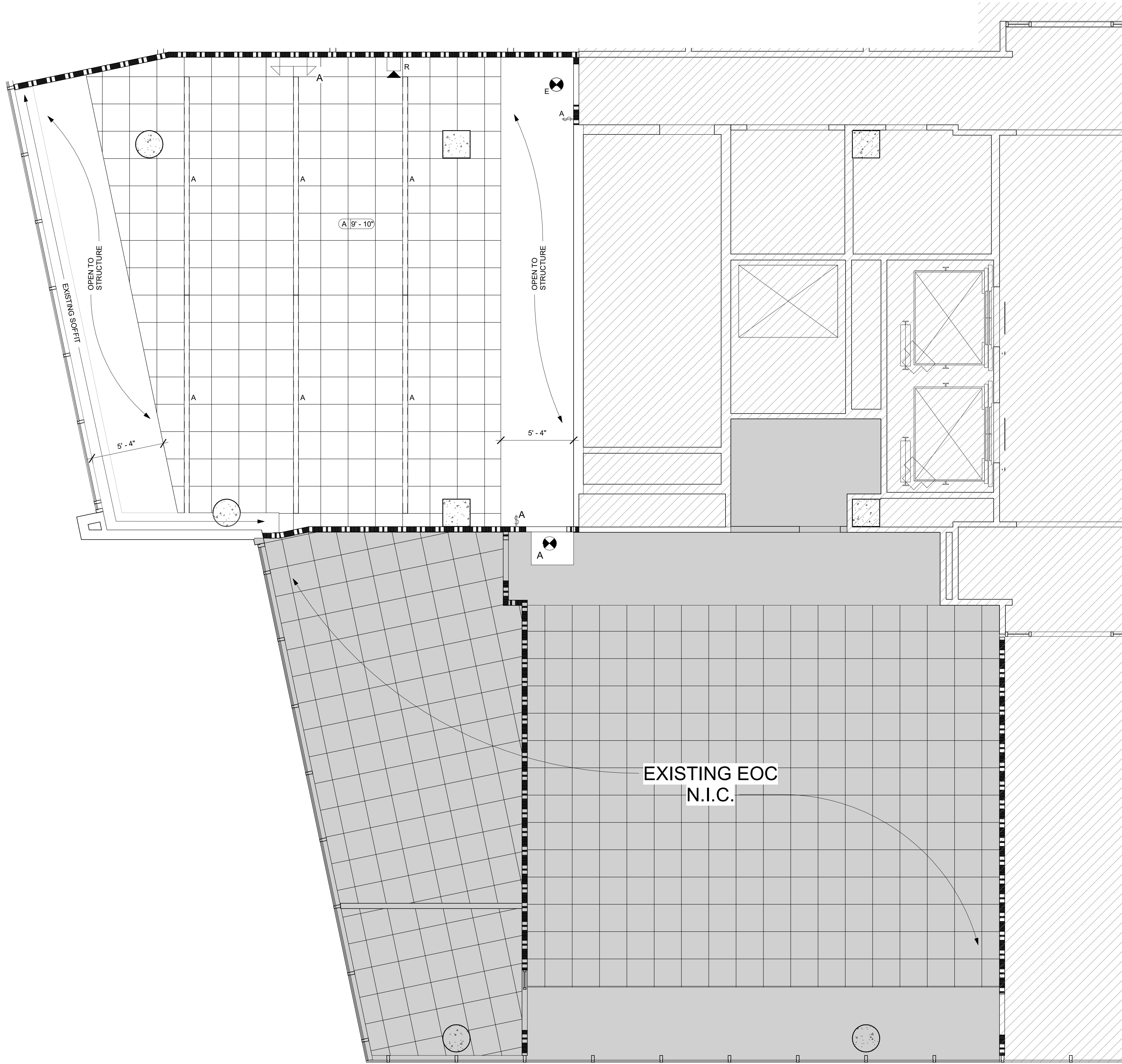
PROJECT:	911 CALL CENTER
	1 GALAMBOS WAY SANDY SPRINGS, GA 30328

CLIENT:	CITY OF SANDY SPRINGS
	Architectural Plan



PROJECT NUMBER: 28-012-20	SCALE: As indicated
DATE: 08.02.2020	DRAWN BY: JWH/BD
SHEET NUMBER: A-3.01	REVIEW AND APPROVE ☐ NOT RELEASED FOR CONSTRUCTION ☐ RELEASED FOR CONSTRUCTION

1 Reflected Ceiling Plan
1/4" = 1'-0"



LIGHTING LEGEND	
SYMBOL	DESCRIPTION
	BUILDING STANDARD 16'-0" LAY-IN LED FIXTURE
	BUILDING STANDARD EMERGENCY EXIT SIGN WITH BATTERY BACKUP.
	BUILDING STANDARD WALL MOUNTED EMERGENCY EGRESS LIGHT WITH BATTERY BACKUP.
	BUILDING STANDARD AUDIO / VISUAL ANNUNCIATOR - WALL MOUNTED AT 80" A.F.F.
	"ADD / NEW"
	"EXISTING"
	"RELOCATE"
	CEILING TYPE AND HEIGHT TAG
	NEW BUILDING STANDARD 3-WAY SWITCH, RECIRCUIT AS REQUIRED, RESWITCH AS INDICATED (48" A.F.F. U.N.O.)

PROJECT NUMBER:
28-012-20

DATE:
08.02.2020

SHEET NUMBER:
A-4.01

SCALE:
As indicated

DRAWN BY:
JWH/BD

REVIEW AND APPROVE
☐ NOT RELEASED FOR CONSTRUCTION
☐ RELEASED FOR CONSTRUCTION

STAMP:
GEORGIA
REGISTERED PROFESSIONAL
No. 6458
Matthew Phillips

STAMP DATE: 08.02.2020

CLIENT:
CITY OF SANDY SPRINGS

Reflected Ceiling Plan

PROJECT:
911 CALL CENTER

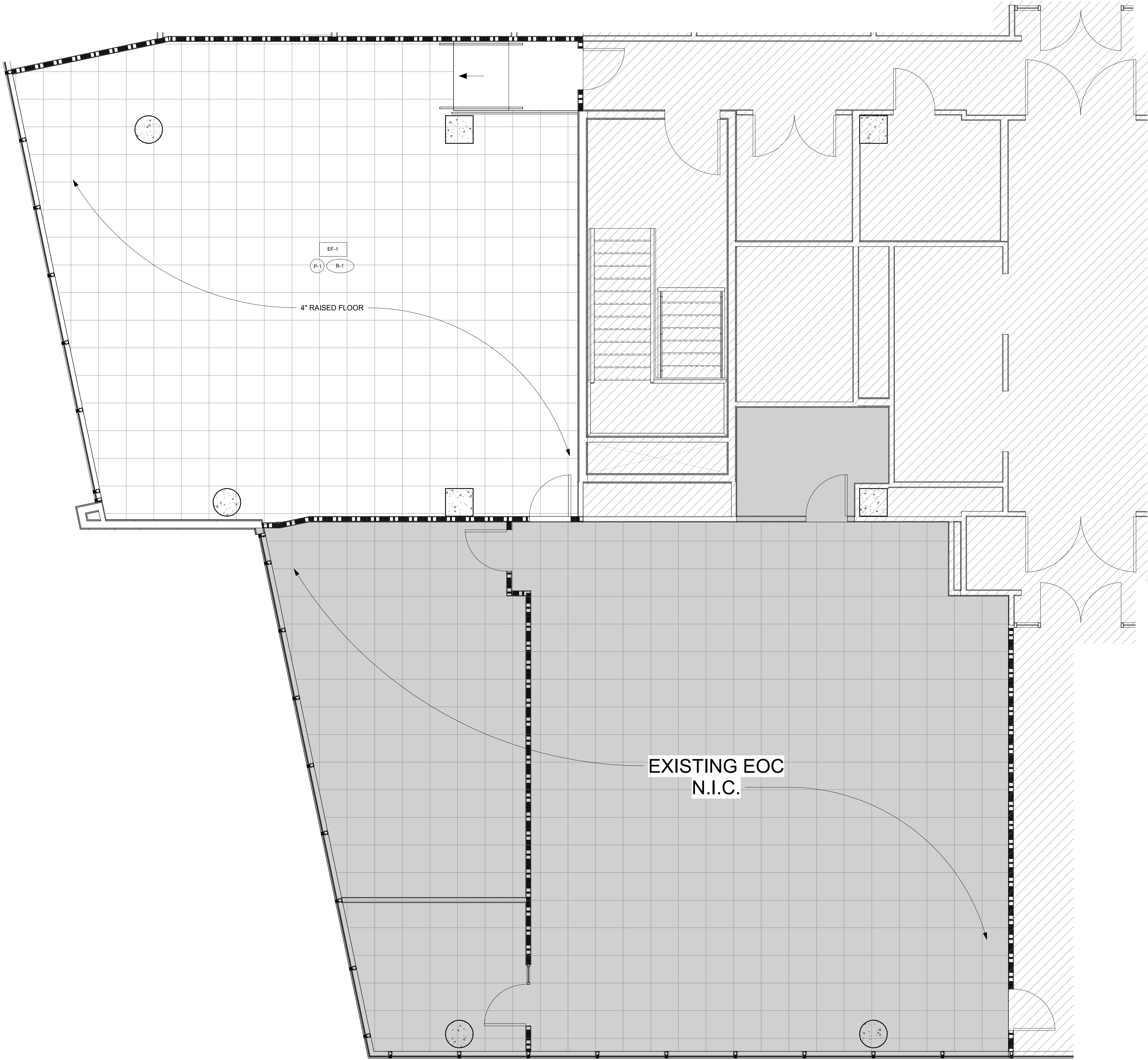
1 GALAMBOS WAY
SUITE 200
SANDY SPRINGS, GA 30328

REVISION SCHEDULE	
NUMBER	DATE
COMMENTS	

HUGHES TURNER PHILLIPS

ARCHITECTURE | INTERIOR DESIGN | SPACE PLANNING

1 Finish Plan
1/4" = 1'-0"



FINISH LEGEND (MATCH EXISTING FINISHES ON 4TH FLOOR)				
SYMBOL	MATERIAL	MANUFACTURER	PRODUCT NUMBER/ DESCRIPTION	LOCATION
P-1	FLAT LATEX PAINT	TBD	TBD	ALL INTERIOR PARTITIONS U.N.O
P-2	SEMI GLOSS PAINT	TBD	TBD	ALL DOOR FRAMES AND TRIM
B-1	4" COVE BASE	TBD	TBD	AS NOTED ON PLAN
CPT-1	BROADLOOM/ LEVEL LOOP CARPET	TBD	TBD	AS NOTED ON PLAN
EF-1	ELEVATED FLOOR	TBD	TBD	AS NOTED ON PLAN

PROJECT NUMBER:
28-012-20

DATE:
08/02/2020

SHEET NUMBER:
A-5.01

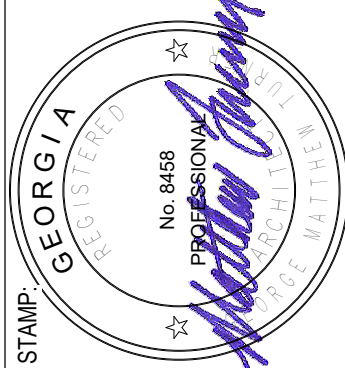
SCALE:
As indicated

DRAWN BY:
JWH/BD

☐ REVIEW AND APPROVE

☐ NOT RELEASED FOR CONSTRUCTION

☒ RELEASED FOR CONSTRUCTION

STAMP:


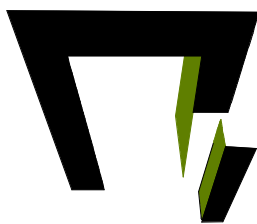
STAMP DATE: 08/02/2020

CLIENT:
CITY OF SANDY SPRINGS
Finish Plan

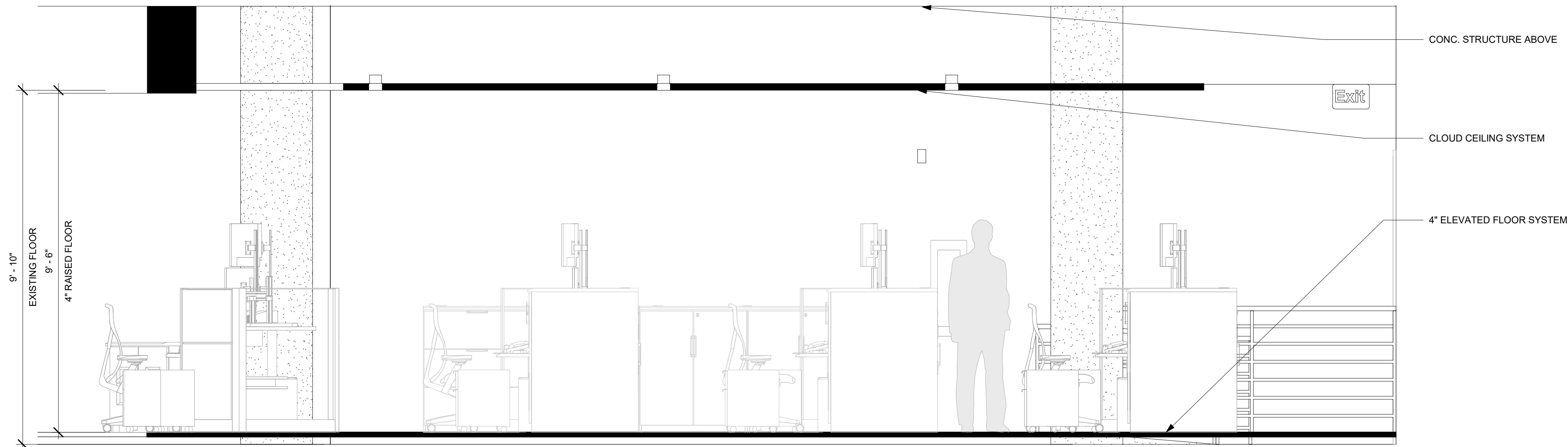
PROJECT:
911 CALL CENTER
1 GALAMBOS WAY
SANDY SPRINGS, GA 30328

REVISION SCHEDULE

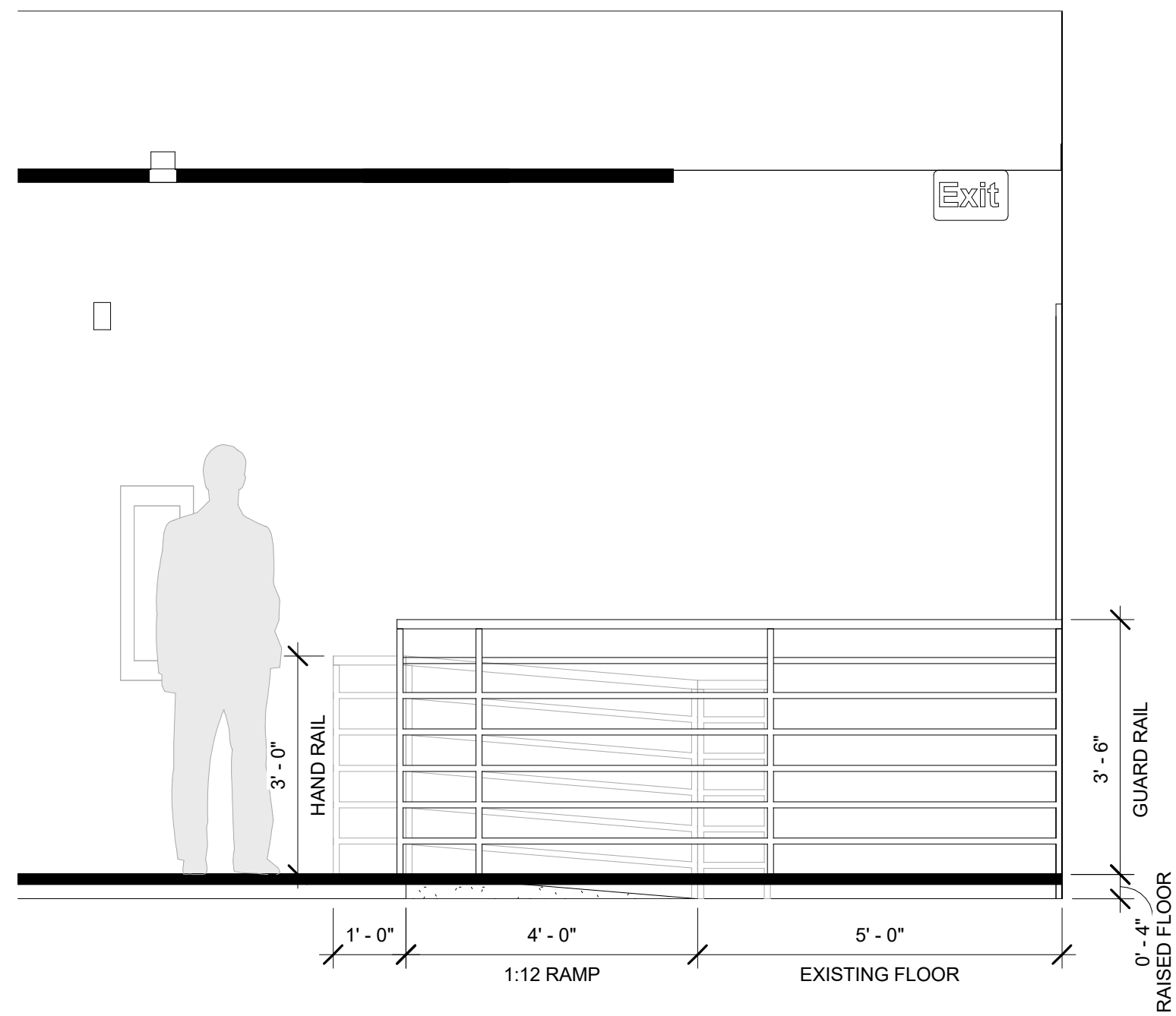
NUMBER	DATE	COMMENTS

**HUGHES TURNER PHILLIPS**
ARCHITECTURE | INTERIOR DESIGN | SPACE PLANNING
2970 CLAIRMONT ROAD NE | SUITE 300 | ATLANTA, GA 30328 | 404.233.3533 | FAX 404.261.5768

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① Suite Elevation
1/2" = 1'-0"



② Ramp Elevation
1/2" = 1'-0"

PROJECT NUMBER:
28-012-20

DATE:
08/02/2020

SHEET NUMBER:
A-6.01

SCALE:
1/2" = 1'-0"

DRAWN BY:
JWH/BD

REVIEW AND APPROVE

NOT RELEASED FOR CONSTRUCTION

RELEASED FOR CONSTRUCTION

STAMP:

STAMP DATE: 08/02/2020

CLIENT:
CITY OF SANDY SPRINGS
Architectural Elevations

PROJECT:
911 CALL CENTER
1 GALAMBOS WAY
SANDY SPRINGS, GA 30328

REVISION SCHEDULE

NUMBER	DATE	COMMENTS
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ELECTRICAL ABBREVIATIONS	
ACT	ABOVE COUNTERTOP OR BACKSPASH
AC	ABOVE COUNTER
AMP	AMPERES
AF/AFG	ABOVE FINISHED FLOOR/ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
APPROX	APPROXIMATELY
ARCH	ARCHITECTURAL
AWG	AMERICAN WIRE GAUGE
BC	BELOW CEILING
BD	BOARD
BLDG	BUILDING
C	CONDUIT
CAB	CABINET
CAP	CAPACITY
CBKR	CIRCUIT BREAKER
CKT	CIRCUIT
CLG	CEILING
CL	CENTER LINE
COL	COLUMN
CONN	CONNECTION
CONT	CONTINUATION
CPT	CONTROL POWER TRANSFORMER
CT	CURRENT TRANSFORMER
DET	DETAIL
DF/EDF	ELECTRICAL DRINKING FOUNTAIN
DN	DOWN
DS	DISCONNECT SWITCH
DWG	DRAWING
EA	EACH
EC	EMPTY CONDUIT
EF	EXHAUST FAN
ELEC	ELECTRIC
EQ	EQUIPMENT
EX	EXISTING
FA	FIRE ALARM
FAAP	FIRE ALARM ANNUCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL
FBO	FURNISHED BY OTHERS
FU	FUSED
FL	FLOOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND/G	GROUND
HP	HORSEPOWER
IG	ISOLATED GROUND
JB	JUNCTION BOX
KVA	KILOVOLT-AMPERE
KW	KILOWATT
KAIC	KILO-AMPERE INTERRUPTING CAPACITY
MCB	MAIN CIRCUIT BREAKER
MECH	MECHANICAL
MISC	MISCELLANEOUS
MRS	MOTOR RATED SWITCH
WTR	MOTOR
MTD	MOUNTED
N	NEW
NEC	NATIONAL ELECTRICAL CODE
NF	NONFUSED
NO.	NUMBER
NTS	NOT TO SCALE
PNL	PANEL
PVC	POLYVINYL CHLORIDE CONDUIT
R	RELOCATED
RTU	ROOF TOP UNIT
SH	SHEET
SW	SWITCH
TEF	TOILET EXHAUST FAN
UNO	UNLESS NOTED OTHERWISE
WG	WIRE GUARD
WH	WATER HEATER
WP	WEATHER PROOF
XFMR	TRANSFORMER

ELECTRICAL GENERAL NOTES

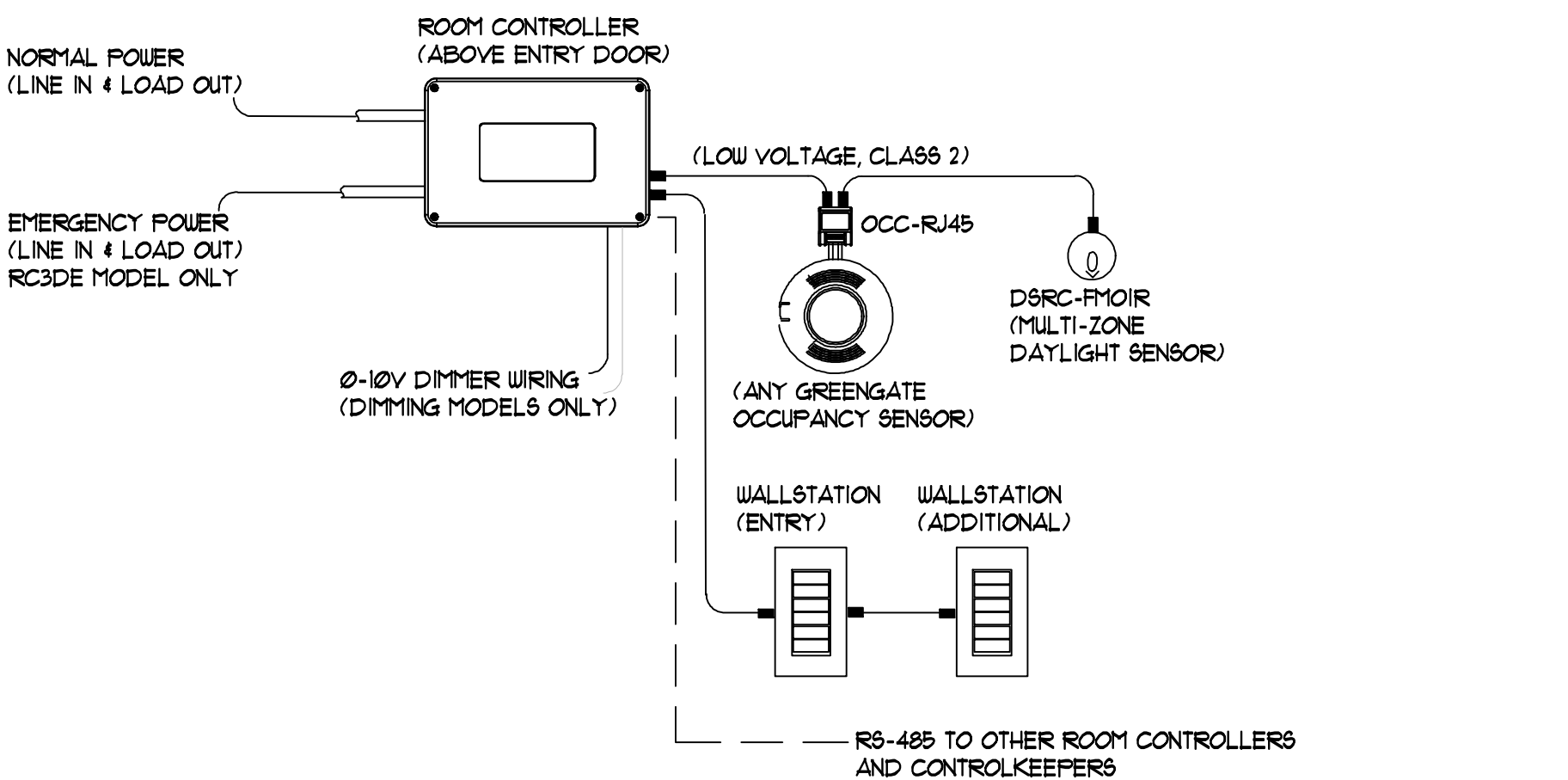
- ALL WORK WITHIN THIS DIVISION SHALL COMPLY WITH ALL LOCAL BUILDING REGULATIONS, CODES, LAWS, ORDINANCES, AND REQUIREMENTS OF THE 2017 NATIONAL ELECTRICAL CODE.
- AT THE COMPLETION OF HIS/HER WORK, THE CONTRACTOR SHALL SUBMIT "AS BUILT" DRAWINGS TO THE OWNER. THESE "AS BUILT" DRAWINGS SHALL SERVE AS A RECORD OF THE CHANGES WHICH ARE IN CONFLICT WITH THE DRAWINGS AND SPECIFICATIONS.
- DRAWINGS ARE GENERALLY DIAGRAMMATIC AND DO NOT NECESSARILY INDICATE EVERY FITTING AND DETAIL. ALL WORK SHALL BE INSTALLED SO THAT JUNCTION BOXES AND COMPONENTS SHALL BE ACCESSIBLE FOR SERVICE.
- ALL EQUIPMENT, SYSTEMS, COMPONENTS, WORK, ETC. PROVIDED AND INSTALLED UNDER THIS DIVISION SHALL BE COVERED BY A COMPLETE TWO YEAR GUARANTEE STARTING AT THE TIME OF FINAL APPROVAL AND ACCEPTANCE OF THE WORK BY THE OWNER. ANY DEFECTS IN THE EQUIPMENT, SYSTEMS, COMPONENTS, ETC. FOUND DURING THIS TWO YEAR TIME SHALL BE CORRECT AT NO CHARGE. THIS GUARANTEE SHALL INCLUDE PROVIDING ALL NECESSARY PATCHWORK, CUTTING, REPAINTING, ETC. TO INSURE THE WORK IS COMPLETE AND NEW.
- ALL WORK SHALL BE PERFORMED IN A NEAT AND WORKMANLIKE MANNER ACCORDING TO GENERAL ACCEPTED PRINCIPALS OF FIRST CLASS WORKMANSHIP.
- THESE DRAWINGS INDICATE THE GENERAL ARRANGEMENT AND LOCATION OF ELECTRICAL WORK. DATA SHOWN ON THESE DRAWINGS IS AS ACCURATE AS PLANNING CAN DETERMINE BUT FIELD VERIFICATION OF ALL DIMENSIONS, LEVELS, LOCATIONS, ETC. TO FIELD CONDITIONS SHALL BE REQUIRED. CONTRACTOR SHALL REVIEW ALL ARCHITECTURAL, CIVIL, STRUCTURAL, AND MECHANICAL DRAWINGS AND SHALL ADJUST ALL WORK TO MEET THE REQUIREMENTS OF CONDITIONS INDICATED.
- CONTRACTOR SHALL COOPERATE AND COORDINATE WITH OTHER TRADES TO INSURE THAT INSTALLATION OF ELECTRICAL EQUIPMENT AND OUTLETS SHALL BE PROPERLY COORDINATED. CONDUIT, FIXTURES, AND EQUIPMENT LOCATIONS SHALL BE CHECKED AND COORDINATED WITH OTHER TRADES TO AVOID CONFLICT WITH STEEL PIPING, BEAMS, DUCTWORK, OR OTHER OBSTRUCTIONS.
- WHERE WORK BY THE GENERAL CONTRACTOR (NEW OR RELOCATED WALL OPENINGS, WALL REMOVAL, ETC.) RESULTS IN THE RELOCATION, REMOVAL, OR REFEEDING OF ELECTRICAL DEVICES OR LIGHTING FIXTURES, THE ELECTRICAL CONTRACTOR SHALL DISCONNECT OR RECONNECT ALL ACTIVE DEVICES REMAINING ON THAT CIRCUIT SYSTEM(S) AS REQUIRED.
- RING OUT ALL CIRCUITS IN EXISTING PANEL(S) AFFECTED BY THIS ALTERATION. WHERE ADDITIONAL CIRCUITS ARE NEEDED, REUSE CIRCUITS THAT ARE AVAILABLE FOR REUSE AND/OR PROVIDE NEW BREAKERS. ALL UNUSED CIRCUITS SHALL BE TAGGED AS SPARE AND ALL INOPERATIVE CIRCUIT BREAKERS SHALL BE REPLACED. ALL CONNECTIONS SHALL BE TIGHTENED AS REQUIRED.
- ALL EXISTING FIRE ALARM, POWER DISTRIBUTION, JUNCTION BOXES, ETC. SHALL BE RELOCATED IF LOCATED OVER A CEILING SCHEDULED AS GYPSUM BOARD. ALL EXISTING JUNCTION BOXES SHALL BE RELOCATED TO ACCESSIBLE LOCATIONS AS NECESSARY.
- WHERE ANY EXISTING CIRCUIT(S) TO REMAIN IS INTERRUPTED BY CONSTRUCTION, CIRCUIT SHALL BE MADE CONTINUOUS.
- PROVIDE "HACR" TYPE BREAKERS FOR ALL MECHANICAL EQUIPMENT.
- IN CASES WHERE CONFLICT OCCURS BETWEEN DRAWINGS AND SPECIFICATIONS OR BETWEEN DIFFERENT TRADES, AS WELL AS CASES OF ANY OMISSION OF INFORMATION, NOTIFY THE ARCHITECT OR ENGINEER TO RESOLVE AND OBTAIN RESOLUTION OF THE CONFLICT OR OMISSION BEFORE PROCEEDING WITH THE INSTALLATION.
- WHERE DEMOLITION DISRUPTS ELECTRICAL CONTINUITY OF EXISTING RECEPTACLES AND/OR LIGHTS, AND NO RECONNECTION IS INDICATED, RECONNECT TO ITS EXISTING CIRCUIT.
- ALL CONDUITS CROSSING EXPANSION JOINTS SHALL HAVE EXPANSION TYPE FITTINGS. WIRING SHALL BE INSTALLED AT DEPTHS BELOW FINISHED GRADE (BELOW SLAB AND SUB-BASE LEVEL) PER NEC 300.5.
- PROVIDE ALL GROUNDING AS REQUIRED PER NEC.
- A COMMON NEUTRAL SHALL BE USED AS PERMITTED BY THE NEC FOR MULTIWIRE BRANCH CIRCUITS. A SEPARATE NEUTRAL SHALL BE PROVIDED FOR ALL CIRCUITS CONNECTED TO GROUND FAULT CIRCUIT INTERRUPTED (G.F.C.I.) TYPE DEVICES.
- ALL BRANCH CIRCUIT CONDUCTORS SHALL INCLUDED A SEPARATE, GREEN GROUND WIRE, SIZED PER NEC AS INDICATED CONNECTED TO EACH DEVICE AND OUTLET BOX ON THE CIRCUIT AND TO THE PANELBOARD GROUND BUS. MULTIPLE WIRE BRANCH CIRCUITS WITH COMMON NEUTRALS REQUIRE ONLY ONE GROUND WIRE UNLESS OTHERWISE NOTED.
- PROVIDE #12 AWG GROUND WIRE FOR ALL MECHANICAL EQUIPMENT UNLESS OTHERWISE NOTED. ALL EQUIPMENT SHALL BE GROUNDED AT THE PANEL WHICH FEEDS THE EQUIPMENT.
- ALL CONDUCTORS SHALL BE COPPER WITH TYPE "THW" OR "THHN" INSULATION. THE MINIMUM WIRE SIZE SHALL BE #12 AWG WITH 167° DEGREE TEMPERATURE RATING.
- MINIMUM HOMERUN SIZE SHALL BE 3/4".

ELECTRICAL GENERAL NOTES

- ALL CONDUIT SHALL BE 1/2" EMT WITH #12AWG CONDUCTORS UNLESS OTHERWISE NOTED.
- ALL CONDUIT SHALL BE CONCEALED IN WALLS OR ABOVE THE CEILING UNLESS OTHERWISE NOTED.
- ARMORED CABLE SHALL BE USED IN WALLS AND MILLWORK ONLY AS WELL AS LIGHTING CIRCUITS ABOVE CEILINGS AND SHALL BE MC TYPE(WITH GROUND). ALL CONDUIT TO AND ABOVE THE PLENUM AND CIRCUIT HOMERUNS SHALL BE EMT.
- PROVIDE AND INSTALL AND OUTLET BOX WITH 3/4" CONDUIT WITH PULLSTRING STUBBED UP WALL OR NEAREST WALL 6" ABOVE CEILING AT EACH NEW TELEPHONE AND DATA OUTLET. EXISTING TELEPHONE AND DATA OUTLETS SHALL BE REMOVED WHERE NOT USED.
- ALL CONDUITS FOR FUTURE USE (I.E. TELEPHONE, DATA, ETC.) SHALL HAVE PULLSTRING PULLED IN THE CONDUIT AND SECURED AT BOTH ENDS UNLESS OTHERWISE NOTED.
- ALL 120V. BRANCH CIRCUITS CONDUCTORS LONGER THAN 70'-0" SHALL BE #10 AWG AND LONGER THAN 150'-0" SHALL BE #8 AWG.
- ALL RECESSED LIGHTING FIXTURES SHALL BE FASTENED TO STRUCTURE OR GRID PER NEC 410.
- RECESSED INCANDESCENT FIXTURES SHALL BE SUPPORTED IN COMPLIANCE WITH NEC 410.
- FURNISH AND INSTALL ALL LIGHTING FIXTURES COMPLETE WITH MOUNTING ACCESSORIES, RACEWAY, AND WIRES TO MEET JOB CONDITION.
- ALL EXIT SIGNS AND EMERGENCY FIXTURES SHALL BE CONNECTED WITH CLOSEST EMERGENCY CIRCUIT.
- PROVIDE NEW BALLAST IN EXISTING LIGHTING FIXTURES AS REQUIRED TO MAKE THEM COMPLETELY OPERATIONAL.
- ALL SWITCHES FOR LIGHTS, FANS, ETC. INDICATED MOUNTED IN THE SAME GENERAL AREA SHALL SHARE A MULTI-GANG COVER PLATE AS REQUIRED. VERIFY ALL DOOR SWINGS WITH ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN.
- VERIFY LOCATION OF ALL MOTORS AND EQUIPMENT BEFORE ROUGH-IN.
- DISCONNECT SWITCHES SHALL NOT BE MOUNTED ON DUCTWORK OR HVAC EQUIPMENT.
- LABEL AND IDENTIFY ALL JUNCTION BOXES, WIREWAYS, AND SWITCHES AT THE TIME OF INSTALLATION. PROVIDE PERMANENT NAMEPLATES AS SPECIFIED OR INDICATED PRIOR TO FINAL INSPECTION.
- ALL HOMERUNS SHALL BE PROTECTED BY 20A/1P BREAKERS UNLESS OTHERWISE NOTED. REUSE EXISTING HOMERUNS WHERE APPLICABLE WITHIN THE DESIGN CRITERIA OF THESE DRAWINGS.
- DEVICE MOUNTING HEIGHTS SHALL BE MEASURED CENTERLINE TO THE DEVICE.
- REMOVE ALL ABANDONED WIRE.
- COORDINATE RECEPTACLE NEMA TYPE(S) AND VOLTAGE(S) WITH EQUIPMENT.
- ALL PENETRATIONS THRU RATED WALLS, FLOORS, AND CEILINGS SHALL BE FIRE STOPPED PER NEC 300.21.
- ALL ROOF PENETRATIONS SHALL BE AS AUTHORIZED BY LANDLORD AND IN ACCORDANCE WITH LANDLORD REQUIREMENTS. MAINTAIN ROOF WATERTIGHT INTEGRITY.
- PROVIDE A NEW DIRECTORY FOR ALL PANELS. UPDATE EACH PANEL DIRECTORY NOTING ALL CHANGES AND ADDITIONS. CORRECTLY LABEL ALL EXISTING CIRCUITS, NEW CIRCUITS, SPARE AND SPACES. NEW DIRECTORY SHALL BE TYPE WRITTEN. PANEL NAMES SHALL HAVE ENGRAVED NAME PLATES.
- PROVIDE ENGRAVED NAME PLATES WITH SUITE NUMBER AND TENANT NAME ON METER SOCKET/DISCONNECT.

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION	ON CENTER MOUNTING HEIGHT
	CONCEALED CONDUIT IN CEILING OR WALL	
	CONCEALED CONDUIT IN FLOOR OR UNDERGROUND	
	EXPOSED CONDUIT	
	CIRCUIT HOMERUN TO PANEL. EACH ARROWHEAD = 1 CIRCUIT	
	NUMBER OF CONDUCTORS IN CONDUIT. EACH TICKMARK = 1 WIRE. (GROUND WIRE NOT INDICATED)	
	FLEXIBLE CONDUIT OR S.O. CORD.	
	CONDUIT STUBBED UP OR STUBBED DOWN	
	SURFACE MOUNTED RACEWAY	
	MULTI-OUTLET SURFACE MOUNTED RACEWAY	
	FIRE RETARDANT PLYWOOD BACKBOARD	
	WALL MOUNTED SINGLE RECEPTACLE OUTLET	18" A.F.F.
	WALL MOUNTED DUPLEX RECEPTACLE OUTLET	18" A.F.F.
	WALL MOUNTED ABOVE COUNTER DUPLEX RECEPTACLE OUTLET	AS REQ'D
	WALL MOUNTED HALF SWITCHED DUPLEX RECEPTACLE OUTLET	18" A.F.F.
	CEILING MOUNTED DUPLEX RECEPTACLE OUTLET	
	WALL MOUNTED DUPLEX RECEPTACLE OUTLET ON ITS OWN CIRCUIT	18" A.F.F.
	WALL MOUNTED G.F.C.I. DUPLEX RECEPTACLE OUTLET	18" A.F.F.
	ABOVE COUNTER G.F.C.I. DUPLEX RECEPTACLE OUTLET	18" A.F.F.
	WALL MOUNTED QUAD RECEPTACLE OUTLET	18" A.F.F.
	WALL MOUNTED SPECIAL PURPOSE RECEPTACLE OUTLET	18" A.F.F.
	JUNCTION BOX - SIZE AND MOUNTING AS REQUIRED	
	WALL MOUNTED TELEPHONE OUTLET	18" A.F.F.
	WALL MOUNTED DATA OUTLET	18" A.F.F.
	WALL MOUNTED DATA/TELEPHONE OUTLET	18" A.F.F.
	CABLE T.V. OUTLET - WALL, CEILING MOUNTED	
	120/208 VOLT PANELBOARD	
	277/480 VOLT PANELBOARD	
	WALL MOUNTED SINGLE POLE SINGLE THROW TOGGLE SWITCH	48" A.F.F.
	WALL MOUNTED 3-WAY TOGGLE SWITCH	48" A.F.F.
	WALL MOUNTED 4-WAY TOGGLE SWITCH	48" A.F.F.
	WALL MOUNTED DIMMER SWITCH (SIZE AND WATTAGE AS REQUIRED)	48" A.F.F.
	WALL MOUNTED 3-WAY DIMMER SWITCH (SIZE AND WATTAGE AS REQUIRED)	48" A.F.F.
	DISCONNECT SWITCH (FRAME SIZE/POLES/FUSE-IF REQUIRED) SIZE SHALL BE 30/3/NF UNLESS NOTED OTHERWISE.	AS REQ'D
	MOTOR STARTER SUPPLIED BY DIVISION 15	AS REQ'D
	COMBINATION MOTOR STARTER/DISCONNECT SWITCH	AS REQ'D
	MOTOR - NUMBER INDICATES HORSEPOWER (F=FRACATIONAL)	
	2X4 FLOURESCENT LIGHT FIXTURE - NORMAL POWER, EMERGENCY POWER	
	2X2 FLOURESCENT LIGHT FIXTURE - NORMAL POWER, EMERGENCY POWER	
	CEILING MOUNTED LIGHT FIXTURE - NORMAL POWER, EMERGENCY POWER	
	EXIT SIGN - CEILING, WALL MOUNTED	
	DUAL HEAD EMERGENCY LIGHT FIXTURE WITH BATTERY BACKUP.	
	COMBINATION EMERGENCY LIGHT FIXTURE AND EXIT SIGN WITH BATTERY BACKUP.	
	FLOOR BOX (8'x8'x4') WITH (2) DUPLEX RECEPTACLES AND COMMUNICATIONS COMPARTMENT FOR 12 JACK DATA/VOICE COMMUNICATION PORTS. COORDINATE WITH A/V CONSULTANT AND EOC FOR EXACT DATA/VOICE REQUIREMENTS IN COMMUNICATIONS COMPARTMENT. COORDINATE ANY ADDITIONAL CONDUIT REQUIREMENTS WITH EOC AND DATA INSTALLER. COORDINATE EXACT LOCATION WITH ARCHITECT. RAISED FLOOR BOX SHALL BE WIREMOLD FLOORSOURCE #AC8104 COMBINATION BOX WITH FLIP LID. COORDINATE LID COLOR WITH ARCHITECT.	



1 SYSTEM LIGHTING CONTROL OVERVIEW DETAIL

EO.1 Scale: NO SCALE

LIGHTING CONTROL SYSTEM LEGEND

SYMBOL	DESCRIPTION	ON CENTER MOUNTING HEIGHT
	GREENGATE (OR APPROVED EQUALS) #OAC-DT-2000 CEILING MOUNTED DUAL-TECH (ULTRASONIC AND PASSIVE INFRARED) OCCUPANCY SENSOR WITH 360° COVERAGE. PROVIDED WITH REAL-TIME SELF-ADJUSTING SENSITIVITY AND TIME DELAY. SENSOR SHALL NOT BE INSTALLED WITHIN 6'-0" OF AIR SUPPLY/RETURN REGISTER.	
	GREENGATE #ONW-D-1001-SP (OR APPROVED EQUALS) WALL-MOUNTED DUAL-TECH (ULTRASONIC AND PASSIVE INFRARED) OCCUPANCY SENSOR SWITCH. PROVIDED WITH REAL-TIME SELF-ADJUSTING SENSITIVITY AND TIME DELAY.	48" A.F.F.
	GREENGATE #OSW-D-010 (OR APPROVED EQUALS) WALL-MOUNTED DUAL-TECH (ULTRASONIC AND PASSIVE INFRARED) OCCUPANCY SENSOR 0-10V DIMMER SWITCH. PROVIDED WITH REAL-TIME SELF-ADJUSTING SENSITIVITY AND TIME DELAY.	48" A.F.F.
	GREENGATE #RC-3TLB-OS1-W (OR APPROVED EQUALS) WALL-MOUNTED, PRE-ENGRAVED LOW VOLTAGE CONTROLLER WALLSTATION SWITCH. SWITCH SHALL HAVE 3 BUTTONS ("HALF LIGHTS", "FULL LIGHTS", AND "ALL OFF"). SEE NOTE #1.	48" A.F.F.

SENSOR LOCATIONS ARE APPROXIMATE. ADHERE TO MANUFACTURER'S INSTALLATION INSTRUCTIONS. COORDINATE WITH MANUFACTURER FOR PLACEMENT AND REQUIRED NUMBER OF POWERPACKS. PROVIDE ALL COMMUNICATION CABLING, SWITCHPACKS, ETC. FOR A COMPLETE OPERATIONAL AUTOMATIC LIGHTING CONTROL SYSTEM. CONSULT WITH MANUFACTURER PRIOR TO ORDER/INSTALLATION. FINISH BY OWNER. CONTRACTOR SHALL SUBMIT LIGHTING CONTROL PLANS TO LOW VOLTAGE CONTRACTOR/MANUFACTURER TO OBTAIN DRAWINGS FROM MANUFACTURER THAT INDICATE LAYOUT OF DEVICES, CABLING, POWERPACKS, CONTROLLERS, ETC. WITH BILL OF MATERIAL FOR A COMPLETE OPERATIONAL LIGHTING CONTROL SYSTEM.

NOTE #1: PROVIDE CORRESPONDING GREENGATE ROOM CONTROLLER AND LOW VOLTAGE CABLING. COORDINATE WITH MANUFACTURER FOR LOCATION AND QUANTITY OF CONTROLLERS, LOW VOLTAGE DEVICES, INPUT/OUTPUT DEVICES, AND LOW VOLTAGE CABLING FOR A COMPLETE OPERATIONAL LIGHTING CONTROL SYSTEM.

FIRE ALARM SYMBOL LEGEND

SYMBOL	DESCRIPTION	ON CENTER MOUNTING HEIGHT
	FIRE ALARM PULL STATION	48" A.F.F.
	FIRE ALARM ADA APPROVED AUDIO/VISUAL ALARM	80" A.F.F.
	FIRE ALARM ADA APPROVED VISUAL ALARM	80" A.F.F.

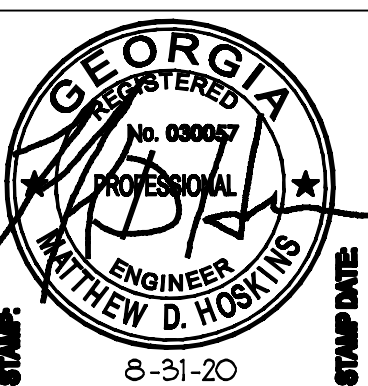
FIRE ALARM GENERAL NOTES

- ALL NEW FIRE ALARM DEVICES SHALL BE ADA APPROVED. COORDINATE COLOR WITH ARCHITECT AND BASE BUILDING. DEVICES SHALL MATCH BASE BUILDING SYSTEM MANUFACTURER. PROVIDE ADDITIONAL POWER AMPLIFIERS REQUIRED BY ADA APPROVED DEVICES.
- ALL FIRE ALARM DEVICES, INCLUDING SPEAKERS, VISUALS, SMOKE DETECTORS, ETC. SHALL BE CONNECTED TO THE BASE BUILDING FIRE ALARM SYSTEM BY A LICENSED FIRE ALARM CONTRACTOR. COORDINATE EXACT REQUIREMENTS AND CONNECTIONS WITH FIRE ALARM SYSTEM MANUFACTURER PRIOR TO INSTALLATION. NEW DEVICES SHALL BE COMPATIBLE WITH BUILDING FIRE ALARM SYSTEM.

REVISION SCHEDULE	
NUMBER	DATE

PROJECT: 911 Call Center
1 GALUMBS
SANDY SPRINGS, GA 30086

CLIENT: Sandy Springs



PROJECT NUMBER: 2006	DATE: 03/1/20	SCALE: As Indicated	DRAWN BY: MH	REVIEW AND APPROVE FOR CONSTRUCTION: ☐	RELEASED FOR CONSTRUCTION: ☐
SHEET NUMBER: E-0.01					

EXISTING PANEL: HOSK

VOLTAGE & PHASE: 277/480Y-3Ø

MOUNTING: SURFACE

AIC RATING: EXISTING

AMPERAGE: 225A

MAIN: MLQ

DESCRIPTION	KVA	BKR	PHASE	BKR	KVA	DESCRIPTION
LIGHTING	2.0	20/1	1 A 2	50/3		TRANSFORMER "TOSK" *
FPB-4-8	1.1	20/1	3 B 4	----		----
FPB-4-9	0.4	20/1	5 C 6	----		----
FPB-4-10	1.1	20/1	7 A 8	50/3	10.8	AHU-T3 (2)
LTS-911 CALL CENTER (2)	0.2	20/1	9 B 10	----	10.8	----
FPB-4-11 (2)	1.1	20/1	11 C 12	----	10.8	----
SPACE			13 A 14	100/3		XFMR "TEL" (2) *
SPACE			15 B 16	----		----
SPACE			17 C 18	----		----
SPACE			19 A 20			SPACE
SPACE			21 B 22			SPACE
SPACE			23 C 24			SPACE
SPACE			25 A 26			SPACE
SPACE			27 B 28			SPACE
SPACE			29 C 30			SPACE
SPACE			31 A 32			SPACE
SPACE			33 B 34			SPACE
SPACE			35 C 36			SPACE
SPACE			37 A 38			SPACE
SPACE			39 B 40			SPACE
SPACE			41 C 42			SPACE

CONNECTED	D.F.	DEMAND	
EXISTING LOAD	0.0	x 1.00	0.0
COOLING:	36.0	x 1.00	36.0
HEATING:	0.0	x 0.00	0.0
KITCHEN:	0.0	PER NEC 220.56	0.0
LIGHTING:	2.2	x 1.25	2.8
MOTORS:	4.1	x 1.00	4.1
LARGEST MOTOR	0.0	PER NEC 220.18(A)	0.0
OTHER:	1.3	x 1.00	1.3
RECEPTACLES:	37.3	PER NEC 220.44	23.6
CONNECTED KVA	80.9	DEMAND KVA:	67.9
AVERAGE CONNECTED AMPS	97.4	DEMAND AMPS:	81.7

NOTES:

(1)–CONNECT TO EXISTING BREAKER FOR CONNECTION OF NEW CIRCUIT.

(2)–PROVIDE AND INSTALL NEW BREAKER FOR CONNECTION OF NEW CIRCUIT.

NOTE: ALL BREAKERS AND CIRCUITS IN EXISTING PANELBOARD ARE EXISTING UNLESS OTHERWISE NOTED.

NOTE: CONTRACTOR SHALL PROVIDE SEPARATE NEUTRALS OR HANDLE TIES ON MULTIWIRE BRANCH CIRCUITS [NEC 210.4 (B)]

–LOADS FOR THIS SUB-PANEL/ADDITIONAL SECTION ARE INCLUDED IN FINAL CALCULATED LOAD OF PANEL.

EXISTING PANEL: EL (SECT. 1)

VOLTAGE & PHASE: 120/208Y-3Ø

MOUNTING: SURFACE

AIC RATING: EXISTING

AMPERAGE: 200A

MAIN: MCB

DESCRIPTION	KVA	BKR	PHASE	BKR	KVA	DESCRIPTION
MINI-SPLIT	1.8	30/2	1 A 2	20/1	0.7	VAV
----	1.8	----	3 B 4	20/1	0.7	CONFERENCE RM TV
WORK STATION	0.4	20/1	5 C 6	20/1	0.6	CONFERENCE RM RECEPTACLE
WORK STATION	0.4	20/1	7 A 8	20/1	0.5	A/V RACK RECEPT
WORK STATION	0.4	20/1	9 B 10	20/1	0.5	A/V RACK RECEPT
WORK STATION	0.4	20/1	11 C 12	20/1	0.5	A/V RACK RECEPT
WORK STATION	0.4	20/1	13 A 14	20/1	0.5	A/V RACK RECEPT
WORK STATION	0.4	20/1	15 B 16	20/1	0.8	RECEPTACLES
MANAGER'S WORK STATION	0.4	20/1	17 C 18	20/1	0.6	RECEPTACLES
MANAGER'S WORK STATION	0.4	20/1	19 A 20	20/1	1.0	COPIER
MANAGER'S WORK STATION	0.4	20/1	21 B 22	20/1	0.3	PODIUM
DIRECTORS TV	0.5	20/1	23 C 24	20/1	0.6	TV'S
VAV-4-12,13 (1)	0.4	20/1	25 A 26	20/1	0.8	UPS RECEPTACLE
RECEPTACLE	0.3	20/1	27 B 28	20/1	0.8	FLOOR REC-CALL CENTER (1)
REC-911 CALL CENTER (1)	1.1	20/1	29 C 30	20/1	0.8	FLOOR REC-CALL CENTER (1)
FLOOR REC-CALL CENTER (1)	0.8	20/1	31 A 32	20/1	0.8	FLOOR REC-CALL CENTER (1)
DIRECTORS OFFICE RECEPT	0.5	20/1	33 B 34	20/1	0.8	FLOOR REC-CALL CENTER (1)
FLOOR REC-CALL CENTER (1)	0.8	20/1	35 C 36	20/1	0.8	FLOOR REC-CALL CENTER (1)
FLOOR REC-CALL CENTER (1)	0.8	20/1	37 A 38	20/1	0.8	FLOOR REC-CALL CENTER (1)
FLOOR REC-CALL CENTER (1)	0.8	20/1	39 B 40	20/1	0.9	REC-911 CALL CENTER (1)
SPARE		20/1	41 C 42	20/1	1.0	COPIER-911 CENTER (1)

CONNECTED	D.F.	DEMAND	
EXISTING LOAD	0.0	x 1.00	0.0
COOLING:	3.6	x 1.00	3.6
HEATING:	0.0	x 0.00	0.0
KITCHEN:	0.0	PER NEC 220.56	0.0
LIGHTING:	0.0	x 1.25	0.0
MOTORS:	0.4	x 1.00	0.4
LARGEST MOTOR	0.0	PER NEC 220.18(A)	0.0
OTHER:	0.0	x 1.00	0.0
RECEPTACLES:	36.3	PER NEC 220.44	23.2
CONNECTED KVA	40.3	DEMAND KVA:	27.2
AVERAGE CONNECTED AMPS	112.0	DEMAND AMPS:	75.4

NOTES:

(1)–CONNECT TO EXISTING BREAKER FOR CONNECTION OF NEW CIRCUIT.

(2)–PROVIDE AND INSTALL NEW BREAKER FOR CONNECTION OF NEW CIRCUIT.

NOTE: ALL BREAKERS AND CIRCUITS IN EXISTING PANELBOARD ARE EXISTING UNLESS OTHERWISE NOTED.

NOTE: CONTRACTOR SHALL PROVIDE SEPARATE NEUTRALS OR HANDLE TIES ON MULTIWIRE BRANCH CIRCUITS [NEC 210.4 (B)]

EXISTING PANEL: EL (SECT. 2)

VOLTAGE & PHASE: 120/208Y-3Ø

MOUNTING: SURFACE

AIC RATING: EXISTING

AMPERAGE: 200A

MAIN: MLQ

DESCRIPTION	KVA	BKR	PHASE	BKR	KVA	DESCRIPTION
RECEPTACLE COPY RM	0.6	20/1	43 A 44	20/1	0.2	RECEPTACLE
RECEPTACLE COPY RM	0.4	20/1	45 B 46	20/1	0.6	RECEPTACLE RM 403 & 404
RECEPTACLE COPY RM	0.3	20/1	47 C 48	20/1	0.5	RECEPTACLE RM 409 & 410
DISPOSAL	0.7	20/1	49 A 50	20/1	0.5	RECEPTACLE RM 407 & 408
DISHWASHER	1.5	20/1	51 B 52	20/1	0.3	RECEPTACLE RM 407
RECEPTACLE RM 411	0.6	20/1	53 C 54	20/1	0.8	REFRIGERATOR
RECEPTACLE RM 402	0.4	20/1	55 A 56	20/1	0.5	ICE MACHINE
REFRIGERATOR	0.8	20/1	57 B 58	20/1	1.2	MICROWAVE
COFFEE MAKER	1.2	20/1	59 C 60	20/1		SPARE
COFFEE MAKER	1.2	20/1	61 A 62	20/1		SPARE
FLOOR FEED (1)		20/1	63 B 64	20/1		SPARE
FLOOR FEED (1)		20/1	65 C 66	20/1		SPARE
FLOOR FEED (1)		20/1	67 A 68	20/1		SPARE
FLOOR FEED (1)		20/1	69 B 70	20/1		SPARE
FLOOR FEED (1)		20/1	71 C 72	20/1		SPARE
FLOOR FEED (1)		20/1	73 A 74	20/1		SPARE
FLOOR FEED (1)		20/1	75 B 76	20/1		SPARE
FLOOR FEED (1)		20/1	77 C 78	20/1		SPARE
FLOOR FEED (1)		20/1	79 A 80	20/1		SPARE
FLOOR FEED (1)		20/1	81 B 82	20/1		SPARE
SPARE		20/1	83 C 84	20/1		SPARE

CONNECTED	D.F.	DEMAND	
EXISTING LOAD	0.0	x 0.00	0.0
COOLING:	0.0	x 0.00	0.0
HEATING:	0.0	x 0.00	0.0
KITCHEN:	0.0	PER NEC 220.56	0.0
LIGHTING:	0.0	x 1.25	0.0
MOTORS:	0.0	x 1.00	0.0
LARGEST MOTOR	0.0	PER NEC 220.18(A)	0.0
OTHER:	0.0	x 1.00	0.0
RECEPTACLES:	12.3	PER NEC 220.44	11.1
CONNECTED KVA	12.3	DEMAND KVA:	11.1
AVERAGE CONNECTED AMPS	34.1	DEMAND AMPS:	30.9

NOTES:

(1)–CONNECT TO EXISTING BREAKER FOR CONNECTION OF NEW CIRCUIT.

(2)–PROVIDE AND INSTALL NEW BREAKER FOR CONNECTION OF NEW CIRCUIT.

NOTE: ALL BREAKERS AND CIRCUITS IN EXISTING PANELBOARD ARE EXISTING UNLESS OTHERWISE NOTED.

NOTE: CONTRACTOR SHALL PROVIDE SEPARATE NEUTRALS OR HANDLE TIES ON MULTIWIRE BRANCH CIRCUITS [NEC 210.4 (B)]

HUGHES TURNER PHILLIPS

ARCHITECTURE | INTERIOR DESIGN | SPACE PLANNING

2870 CLAYMONT ROAD NE | SUITE 300 | ATLANTA, GA 30329 | 404.253.3939 | FAX 404.261.6799

REVISION SCHEDULE

NUMBER	DATE	COMMENTS
--------	------	----------

PROJECT:

911 Call Center

1 GALUMBS
SANDY SPRINGS, GA 30326

CLIENT:

Sandy Springs

ELECTRICAL PANEL SCHEDULES

STAMP:

REGISTERED
No. 000007
PROFESSIONAL
ENGINEER
MATTHEW D. HOSTETTER

8-31-20

STAMP DATE

PROJECT NUMBER:
20046

DATE:
08/31/20

SHEET NUMBER:
E-0.02

SCALE:
As Indicated

DRAWN BY:
MH

REVIEW AND APPROVE:
☐ NOT RELEASED FOR CONSTRUCTION
☐ RELEASED FOR CONSTRUCTION



COMcheck Software Version 4.1.1.0

Interior Lighting Compliance Certificate

Project Information

Energy Code: 90.1 (2007) Standard
Project Title: 911 Call Center
Project Type: New Construction

Construction Site:
1 Galambos
Sandy Springs, GA 30328

Owner/Agent

Designer/Contractor:
Matthew Hoskins
Hoskins Engineering LLC
1357 Dalestord Dr.
Alpharetta, GA 30004
678-463-5074
hoskinseng@bellsouth.net

Allowed Interior Lighting Power

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B X C)
1-Common Space Types: Office - Open Plan	1308	1.10	1439
Total Allowed Watts =			1439

Proposed Interior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
1-Common Space Types: Office - Open Plan Linear Fluorescent 3 B, 46" T5 54W, Electronic	1	18	54	972
Total Proposed Watts =				972

Interior Lighting PASSES: Design 32% better than code

Interior Lighting Compliance Statement

Compliance Statement: The proposed interior lighting design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 90.1 (2007) Standard requirements in COMcheck Version 4.1.1.0 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Matthew Hoskins, P.E.
Name - Title

Signature

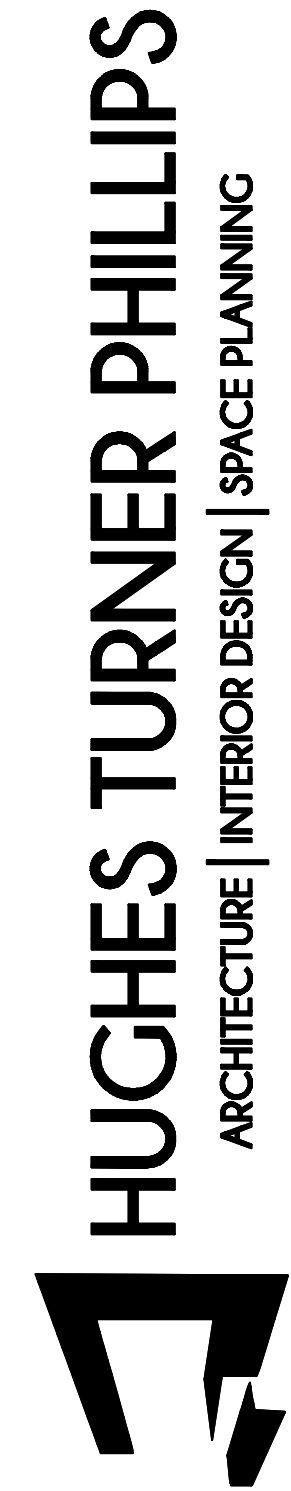
8-31-20
Date

Project Title: 911 Call Center
Data filename: E:\2020\20048-911 Center\E\20048-Energy.cck

Report date: 08/29/20
Page 1 of 5

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	LAMPS	MANUFACTURER	REMARKS
B	RECESSED, LINEAR DIMMABLE LED FIXTURE. PROVIDE LENGTHS AS REQUIRED. COORDINATE WITH EDC/911 FOR MANUFACTURER AND LAMP TYPE.	VARIES WITH LENGTH	MATCH BUILDING STANDARD	
XE	UNIVERSAL MOUNTED LED EDGE-LIT EXIT SIGN, GREEN LETTERS. PROVIDE DIRECTIONAL ARROWS, DOUBLE OR SINGLE FACE AS SHOWN. PROVIDE WITH 90 MINUTE MINIMUM BATTERY BACKUP.	LED	MATCH BUILDING STANDARD	
ZE	DUAL HEAD EMERGENCY LIGHTING UNIT WITH 1.8W LED HEADS AND 90 MINUTE MINIMUM BATTERY BACKUP	(2) 1.8W LED	MATCH BUILDING STANDARD	

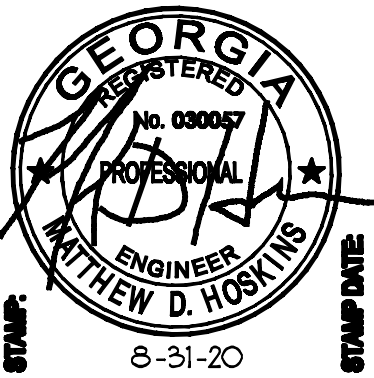


2970 CLAYMONT ROAD NE | SUITE 300 | ATLANTA, GA 30329 | 404.253.3633 | FAX 404.261.6768

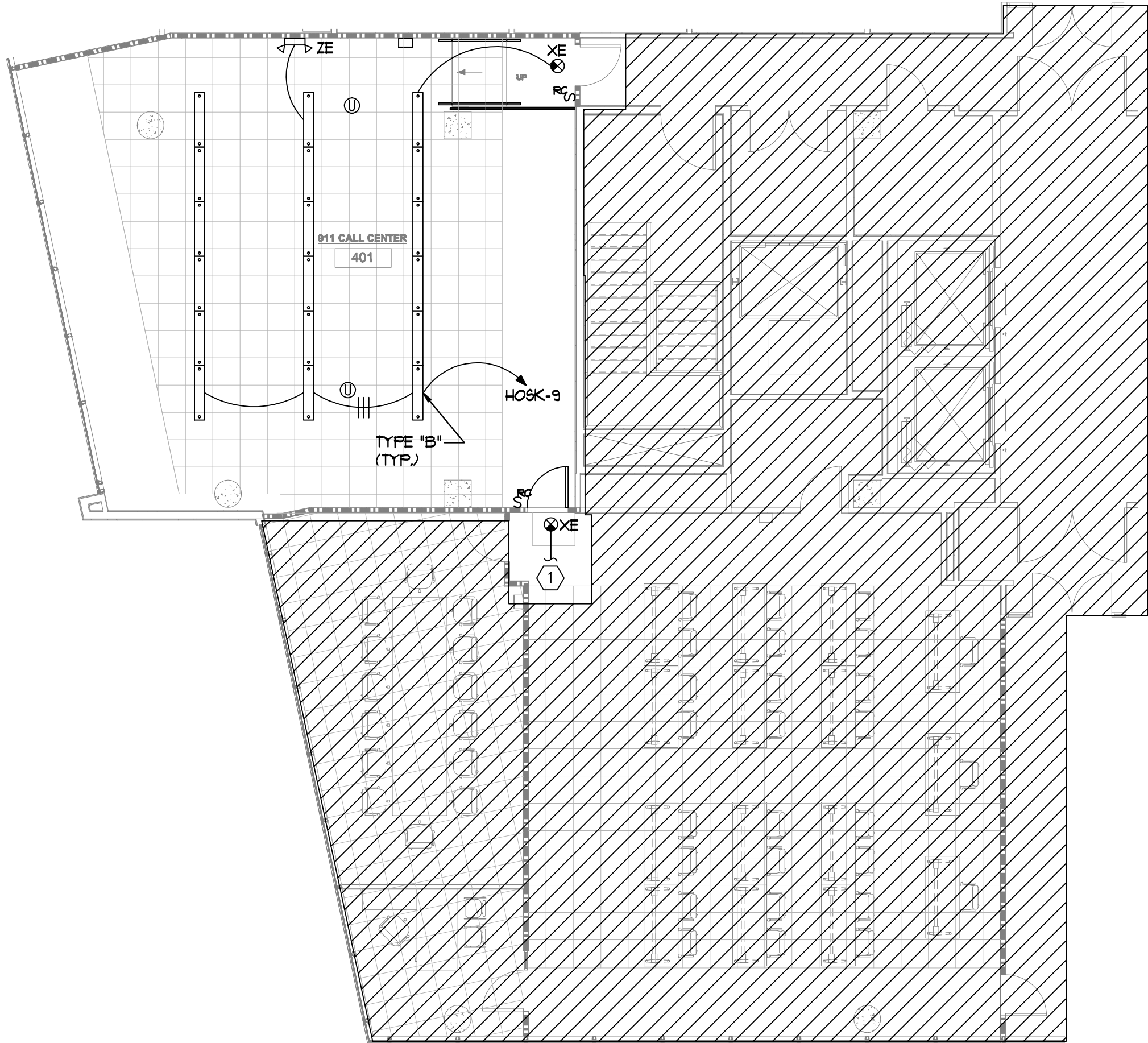
REVISION SCHEDULE	
NUMBER	DATE

PROJECT:	911 Call Center 1 GALAMBOS SANDY SPRINGS, GA 30328
----------	--

CLIENT:	Sandy Springs LIGHTING SCHEDULE AND ENERGY CONSUMPTION REPORT
---------	--



PROJECT NUMBER: 20048 DATE: 08/31/20	SCALE: As Indicated DRAWN BY: MH	REVIEW AND APPROVE FOR CONSTRUCTION: ☐ NOT RELEASED FOR CONSTRUCTION ☐ RELEASED FOR CONSTRUCTION
SHEET NUMBER: E-0.03		



1 FLOOR PLAN — ELECTRICAL
E1.1 Scale: 1/8"=1'-0"

NOTE: HATCHED AREA IS NOT IN CONTRACTOR'S SCOPE OF WORK

NOTE: LIGHTING SYSTEM CONTROLS DESIGNED PER IECC 2015 SECTION 405.

GENERAL NOTES:
(APPLY THIS SHEET ONLY)

- CIRCUITING SHOWN ON THIS PLAN IS FOR SCHEMATIC PURPOSES ONLY TO INDICATE SWITCHING AND CONNECTION OF NEW LIGHT FIXTURES.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF LIGHTING FIXTURES.
- FIELD VERIFICATION WILL DETERMINE BRANCH CIRCUITS AVAILABLE FOR USE BY THIS TENANT AND BRANCH CIRCUITS USED SHOULD BE NOTED ON UPDATED PANEL SCHEDULES.
- SWITCH COVERPLATES AND SWITCHES SHALL BE COORDINATED WITH OWNER.
- PROVIDE ADDITIONAL UNSWITCHED "HOT" TO ALL EMERGENCY LIGHTING FIXTURES.
- LIGHTING CONTROLS SHALL COMPLY WITH IECC 2015 SECTION 405. CONTROLS SHALL BE INSTALLED PER MANUFACTURER REQUIREMENTS FOR PROPER OPERATION WITHIN SPACE.

LEGEND NOTES:
(APPLY THIS SHEET ONLY)

- ① CONNECT TO EXISTING 277V. LIGHTING CIRCUIT SERVING THIS AREA.

REVISION SCHEDULE	
NUMBER	DATE

PROJECT:	911 Call Center
	1 GALAMBO SANDY SPRINGS, GA 30328

CLIENT:	Sandy Springs
	FLOOR PLAN - LIGHTING



PROJECT NUMBER: 20046	SCALE: As Indicated	REVIEW AND APPROVE
DATE: 08/31/20	DRAWN BY: MH	NOT RELEASED FOR CONSTRUCTION
SHEET NUMBER: E-2.01		RELEASED FOR CONSTRUCTION



GENERAL NOTES
(APPLY THIS SHEET ONLY)

1. COORDINATE EXACT LOCATION OF MECHANICAL UNITS WITH DIVISION 15.

REVISION SCHEDULE		
NUMBER	DATE	COMMENTS

PROJECT:

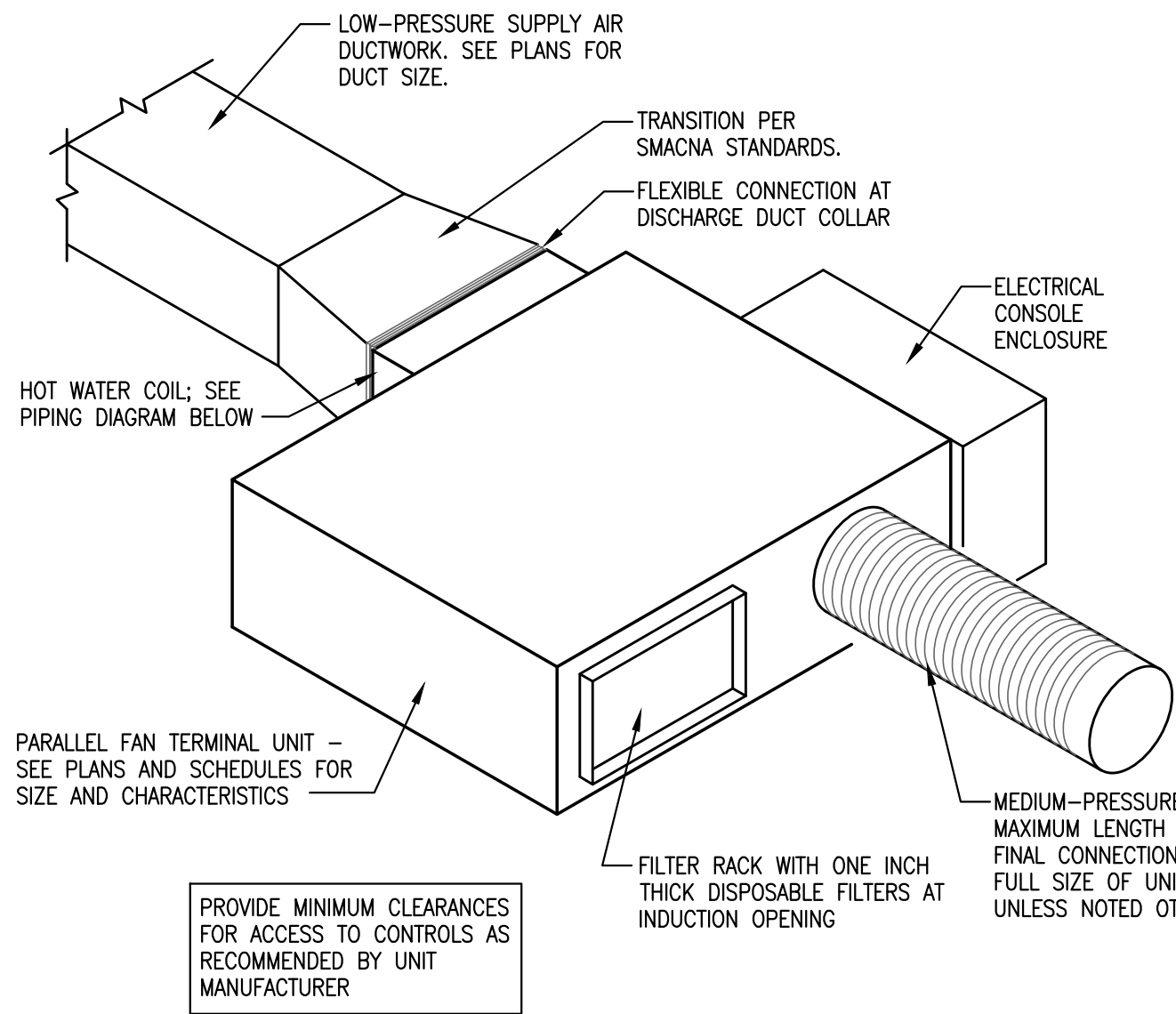
911 Call Center

**1 GALAVIROS
SANDY SPRINGS, GA 30328**

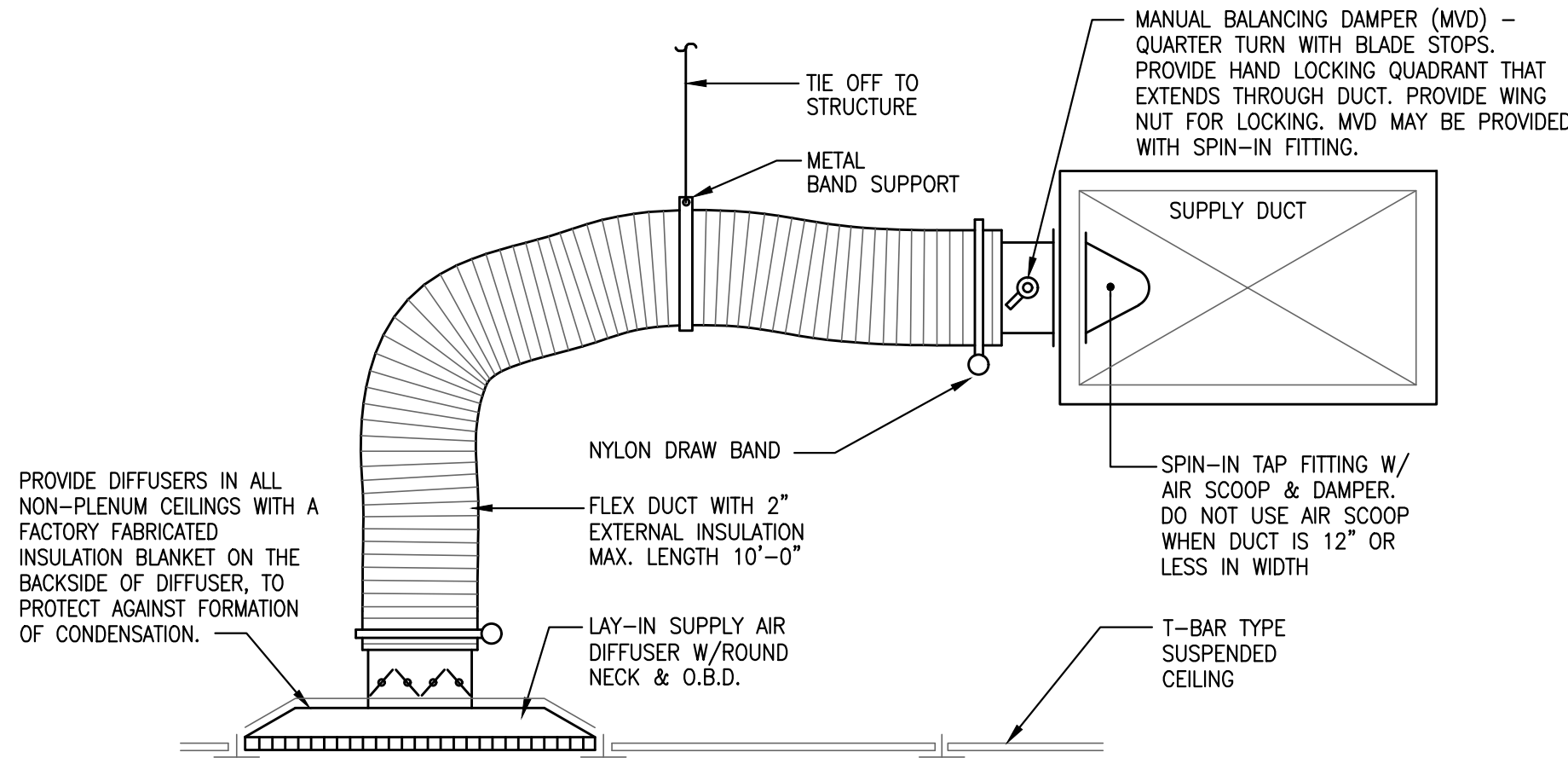
CLIENT: Sandy Springs

STAMP: STAMP DATE:

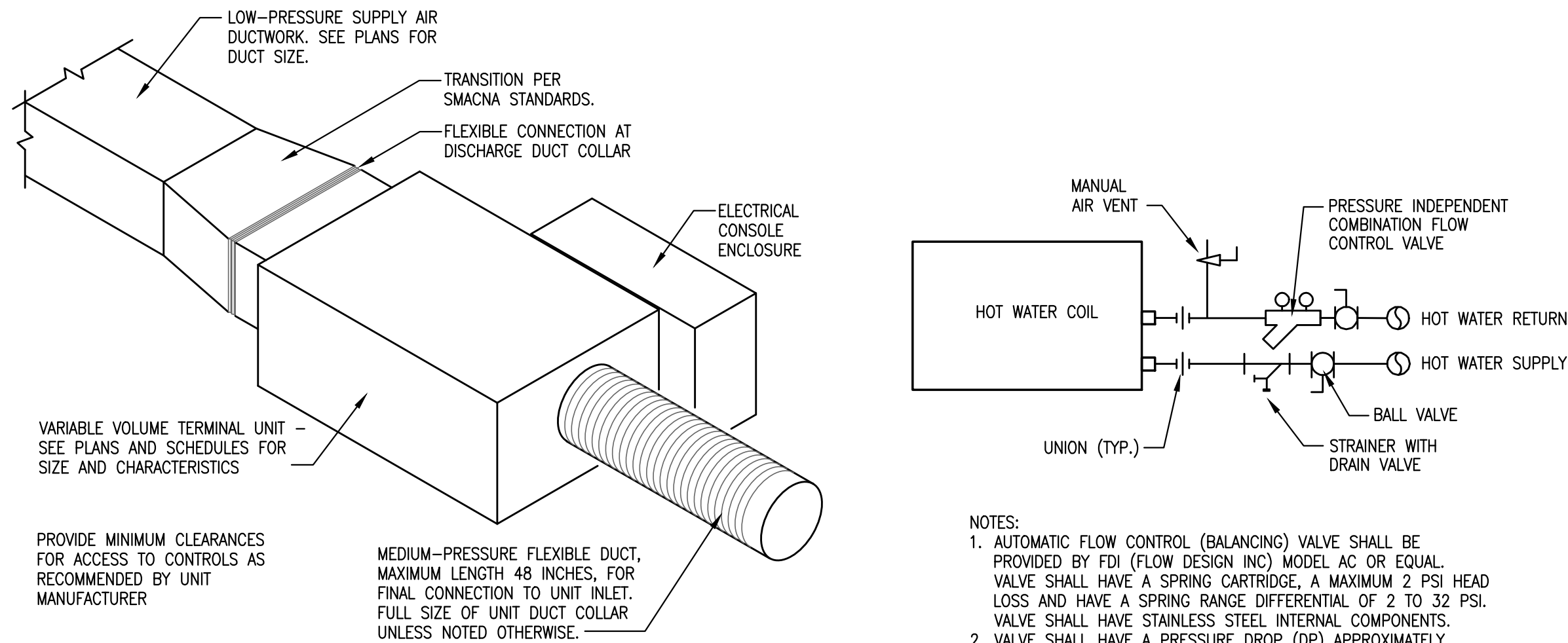
PROJECT NUMBER: 2048 DATE: 08/31/20	SCALE: As indicated DRAWN BY: MH
SHEET NUMBER: E-3.01	REVIEW AND APPROVE ☒ NOT RELEASED FOR CONSTRUCTION ☐ RELEASED FOR CONSTRUCTION



1 FAN POWERED TERMINAL BOX
NOT TO SCALE



2 SUPPLY AIR DIFFUSER DETAIL
NOT TO SCALE



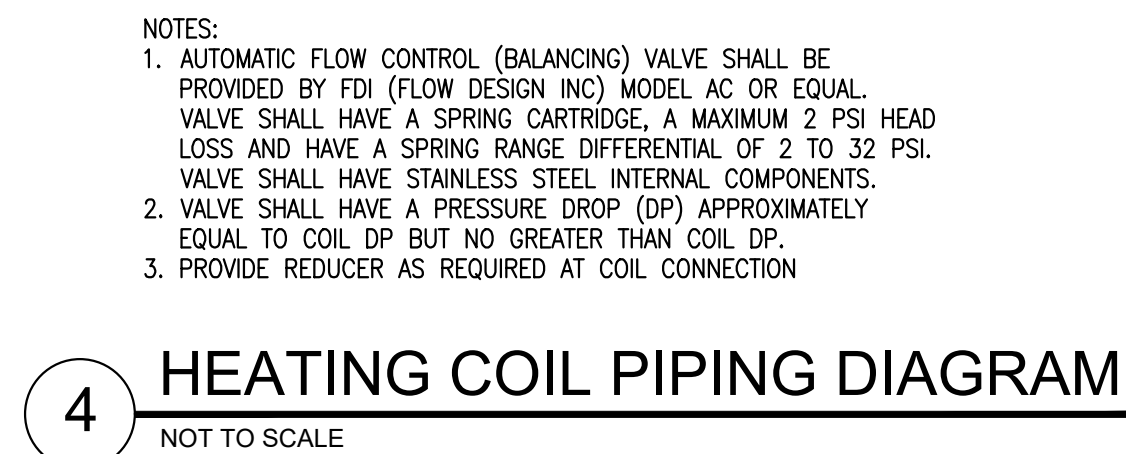
3 VARIABLE VOLUME BOX
NOT TO SCALE

TERMINAL AIR UNIT SCHEDULE																		
TAG	TYPE	MODEL NO.	PRIMARY AIR			FAN DATA				HOT WATER HEATING							NOTES	
			MAX. CFM	MIN. CFM	INLET SIZE	CFM	MAX HP	VOLT/PH	DOWNSTREAM S.P. (W.C.)	CFM	EAT°F	LAT°F	MBH	GPM	EWTF	LWTF		MAX HEAD LOSS
FPB 4-11	SERIES	TITUS DTFS-D	1000	400	12"	1000	1/2	277/1	0.35"	1000	64°F	95°F	33.6	3.4	180°F	160°F	2.3 PSI	1 THRU 13
VAV 4-12	SINGLE DUCT	TITUS DESV	1200	500	12"	N/A			0.35"	500	64°F	85°F	17.4	1.7	180°F	160°F	1.5 PSI	1 THRU 14
VAV 4-13	SINGLE DUCT	TITUS DESV	540	220	8"	N/A			0.25"	N/A							1,3,4,6,7,13	
NOTES:																		
1. VERIFY NEW EQUIPMENT NUMBERING IS SEQUENTIAL WITH EXISTING EQUIPMENT AND EXISTING CONTROLS.																		
2. FACTORY INSTALLED DOOR INTERLOCKED WITH DISCONNECT SWITCH, AIRFLOW SAFETY SWITCH, CONTACTORS AND MANUAL RESET THERMAL CUTOUPS.																		
3. FACTORY MOUNTED DDC CONTROLLER; CONTROL BY BUILDING AUTOMATION SYSTEM; MATCH EXISTING BUILDING MANUFACTURER (JOHNSON CONTROLS METASYS).																		
4. SINGLE POINT POWER CONNECTION W/ INTEGRAL TRANSFORMER.																		
5. PRESSURE INDEPENDENT CONTROLS.																		
6. UNIT SHALL NOT EXCEED A RADIANT AIR DISCHARGE NOISE CRITERIA OF 35 AT 1.5" INLET STATIC PRESSURE. PROVIDE SOUND ATTENUATION DEVICE, AS REQUIRED, TO COMPLY WITH NOISE CRITERIA.																		
7. INSTALL WITH MANUFACTURER'S RECOMMENDED SERVICE AND ELECTRICAL CLEARANCES.																		
8. 1/2" FIBER ECOSHIELD LINER INSULATION INSIDE OF CABINET.																		
9. SINGLE SPEED ECM MOTOR.																		
10. INSTALL WITH MANUFACTURER'S RECOMMENDED SERVICE AND ELECTRICAL CLEARANCES.																		
11. LEAVING AIR TEMPERATURE SENSOR.																		
12. PROVIDE HOT WATER COIL SECTION (1 ROW).																		
13. TERMINAL BOXES AND AIR HANDLER SERVING THEM (AHU-T3) ARE BEING PLACED ON GENERATOR POWER; COORDINATE WITH ELECTRICAL CONTRACTOR.																		
14. VAV COOLING WITH HOT WATER REHEAT.																		

AIR DISTRIBUTION SCHEDULE										
TAG	MODEL	SERVICE	SIZE	CFM	BLOW	CONNECTION SIZE	DESCRIPTION	INTEGRAL BALANCING DAMPER	MATERIAL	NOTES
A	300FS	SUPPLY	SEE DWGS	SEE DWGS	HORIZNTL	NOTE 1	SIDEWALL GRILLE, SHORT FRONT BLADE, DOUBLE DEFLECTION	YES	STEEL	1,2,3
B	OMNI	SUPPLY	24x24	SEE DWGS	4-WAY	NOTE 1	STEEL PLAQUE FACE DIFFUSER	YES	STEEL	1,2,3,4
C	50F	RETURN	24x24	-	N/A	NOTE 1	1/2"x1/2"x1/2" EGGRATE - AL BORDER, AL FRAME	NO	AL/ST	1,2,3,4
NOTES: 1. RUNOUT SIZE SHALL BE EQUAL TO NECK SIZE UNLESS NOTED OTHERWISE ON DRAWINGS. 2. GRILLES SHALL HAVE BAKED ENAMEL FINISH 3. GRILLE COLOR SHALL BE WHITE; SUBMIT FINISH CHART WITH SUBMITTALS TO ARCHITECT FOR APPROVAL. 4. REFER TO THE ARCHITECTURAL DRAWINGS FOR TYPE OF CEILING.										
DESIGN BASIS: TITUS EQUAL PRODUCTS BY: METAL-AIRE, PRICE, KRUEGER										

HVAC PIPING LEGEND	
ABBR./SYMBOL	DESCRIPTION
CHWS&R	CHILLED WATER SUPPLY & RETURN
CR	CONDENSATE RETURN
EWT	ENTERING WATER TEMPERATURE
HW	HOT WATER
HHWS&R	HEATING HOT WATER SUPPLY & RETURN
LWT	LEAVING WATER TEMPERATURE
WB	WET BULB (°F)
WC	WATER COLUMN
AAV	AUTOMATIC AIRVENT
AV	AUTOMATIC BALANCE VALVE
BLV	BALL VALVE
BT	BUTTERFLY VALVE
CV	CHECK VALVE
ECR	ECCENTRIC REDUCER, FLAT ON TOP
FC	FLEXIBLE CONNECTION
FS	FLOW SWITCH
GV	GATE VALVE
GLV	GLOBE VALVE
H	HUMIDISTAT
MFCV	MANUAL FLOW CONTROL VALVE
MAV	MANUAL AIRVENT
P	PETE'S (P & T) PLUG
PF	PIPING FLOW DIRECTION
PGC	PRESSURE GAGE & COCK
PRV	PRESSURE REDUCING VALVE
P	PUMP
RV	RELIEF VALVE
S	STRAINER
SV	STRAINER WITH GATE VALVE
T	THERMOMETER
TW	THERMOMETER WELL
TWAV	THREE WAY AUTOMATIC CONTROL VALVE
TWAV	TWO WAY AUTOMATIC CONTROL VALVE
U	UNION OR FLANGED CONNECTION

HVAC LEGEND		
ABBR.	SYMBOL	DESCRIPTION
A/C		ABOVE CEILING
AD		ACCESS DOOR
AFF		ABOVE FINISHED FLOOR
AHU		AIR HANDLING UNIT
BDD		BACKDRAFT DAMPER
BTU		BRITISH THERMAL UNIT
CD		CONDENSATE DRAIN
CU		CONDENSING UNIT
		CONNECT TO EXISTING
CFM		CUBIC FEET PER MINUTE
DB		DRY BULB (°F)
DWG		DRAWING
		DUCT ELBOW W/ TURNING VANES
		DUCT ELBOW W/O TURNING VANES
		DUCT - NEW
		DUCT - LINED
EAT		ENTERING AIR TEMPERATURE
FCU		EQUIPMENT DESIGNATION (FAN COIL UNIT)
ESP		EXTERNAL STATIC PRESSURE
		FLEXIBLE DUCT
FD		FIRE DAMPER
FSD		FIRE SMOKE DAMPER
FCU		FAN COIL UNIT
LAT		LEAVING AIR TEMPERATURE
MA		MIXED AIR
MOD		MOTOR OPERATED DAMPER
MVD		MANUAL VOLUME DAMPER
OA		OUTDOOR AIR
RA		RETURN AIR
RAG		RETURN AIR GRILLE (TYPE)
SA		SUPPLY AIR
SAG		SUPPLY AIR GRILLE
		SUPPLY AIR DIFFUSER, TYPE & AIRFLOW
		SUPPLY GRILLE, SIDEWALL
		SWITCH
		SMOKE DETECTOR
		THERMOSTAT (WITH CONTROL WIRE)
		UNDERCUT DOOR 1" ABV. FLR COVERING
		DIRECTION OF AIRFLOW - EXH/RA
		DIRECTION OF AIRFLOW - SUPPLY AIR



4 HEATING COIL PIPING DIAGRAM
NOT TO SCALE

MECHANICAL GENERAL NOTES

- MECHANICAL EQUIPMENT AND INSTALLATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE 2018 INTERNATIONAL MECHANICAL CODE, AND 2018 INTERNATIONAL BUILDING CODE, AND ALL APPLICABLE LOCAL CODES, ORDINANCES AND REGULATIONS.
- THIS IS AN EXISTING FACILITY AND NOT ALL EXISTING DUCT, PIPING, AND EQUIPMENT SHOWN ON THESE DRAWINGS WAS FIELD VERIFIED. IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE AND VERIFY EXISTING CONDITIONS, DEMOLITION AND NEW WORK PRIOR TO EQUIPMENT AND MATERIALS PURCHASE AND/OR FABRICATION. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER.
- ALL NEW EQUIPMENT SHALL BE OF THE SAME MANUFACTURER AND MODEL AS EXISTING. WHERE MODEL NUMBERS ARE OBSOLETE, PROVIDE EQUIVALENT REPLACEMENT BY SAME MANUFACTURER.
- PRIOR TO PURCHASING MATERIALS OR STARTING WORK, THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS, EQUIPMENT SIZES AND LOCATIONS, ETC. SHOWN ON THE DRAWINGS OR AFFECTING THIS WORK. SUBMITTALS AND SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ARCHITECT PRIOR TO ORDERING, PURCHASING, OR FABRICATING ANY MECHANICAL EQUIPMENT. SUBMITTALS SHALL INCLUDE: ALL EQUIPMENT SCHEDULED OR SPECIFIED ON THE DRAWINGS. SHOP DRAWINGS SHALL INCLUDE: DUCTWORK DRAWN TO 1/4" SCALE, OR SCALE ON DRAWINGS; REFRIGERANT PIPING AND CONTROL WIRING. LONG LINE REFRIGERANT PIPING APPLICATIONS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S CURRENT SPLIT SYSTEM APPLICATION GUIDELINES.
- REFER TO THE ENTIRE SET OF CONTRACTED DRAWINGS FOR GUIDANCE ON DIMENSIONS, STRUCTURAL COMPONENTS, CEILING HEIGHTS, DOOR SWINGS, AND LOCATIONS OF PIPING OR ELECTRICAL EQUIPMENT.
- ANY EXISTING WALL, FLOOR, OR CEILING SURFACE THAT IS DISTURBED DURING COURSE OF THE HVAC WORK SHALL BE REPAIRED TO MATCH NEW AND/OR EXISTING CONDITIONS.
- SEE STRUCTURAL DRAWINGS FOR HANGING FROM ROOF TRUSSES OR FLOOR JOIST.
- CONTRACTOR SHALL COORDINATE THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF ALL MECHANICAL EQUIPMENT WITH THE ELECTRICAL CONTRACTOR PRIOR TO ORDERING OR SUBMITTING EQUIPMENT SHOP DRAWINGS, AND SHALL FURNISH EQUIPMENT WIRED FOR THE VOLTAGES SHOWN THEREIN.
- MECHANICAL EQUIPMENT REQUIRING ELECTRICAL POWER SHALL BE INSTALLED WITH THE DISCONNECT SWITCHES AT EACH PIECE OF EQUIPMENT. COORDINATE SWITCH TYPE (FUSED OR NON FUSED) WITH THE MANUFACTURER'S RECOMMENDATIONS, EQUIPMENT CHARACTERISTICS, AND ELECTRICAL DRAWINGS.
- CONTROL WIRING NOT SHOWN OR INDICATED ON ELECTRICAL DRAWINGS SHALL BE INCLUDED AS PART OF MECHANICAL SCOPE OF WORK. WIRING WITHIN HVAC PLENUM SPACES SHALL BE INSTALLED ACCORDING TO CODE REQUIREMENTS.
- UNLESS NOTED OTHERWISE, TRANSFORMERS, CONTROL WIRING, AND STARTERS FOR MECHANICAL EQUIPMENT SHALL BE PROVIDED BY THE MECHANICAL CONTRACTOR.
- MECHANICAL EQUIPMENT SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
- CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL MECHANICAL EQUIPMENT, DUCTWORK AND PIPING TO FIT WITHIN THE SPACE ALLOTTED BY THE ARCHITECTURAL AND STRUCTURAL CONDITIONS. CUTTING OR OTHERWISE ALTERING THE STRUCTURAL MEMBERS SHALL NOT BE PERMITTED WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT.
- MECHANICAL EQUIPMENT AND SYSTEMS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE BY OWNER.
- ALL COMPRESSORS SHALL HAVE AN EXTENDED 5-YEAR MANUFACTURER'S WARRANTY.
- THE LOCATIONS OF DIFFUSERS, GRILLES, AND REGISTERS SHOWN ON THE DRAWINGS ARE APPROXIMATE; COORDINATE EXACT LOCATIONS WITH LIGHTS, CEILING EQUIPMENT, ETC.
- MOUNT THERMOSTATS 48" AFF TO CENTERLINE OF CONTROLS UNLESS OTHERWISE NOTED. THERMOSTATS SHALL BE MERCURY-FREE. PROVIDE CLEAR PLASTIC LOCKING COVERS OVER THERMOSTATS IN PUBLIC AREAS.
- ALL MOTOR OPERATED AND MANUAL VOLUME DAMPERS SHALL BE OPPOSED BLADE TYPE.
- PROVIDE (2) SETS OF FILTERS FOR ALL UNITS; FILTERS SHALL BE PLEATED, MINIMUM MERV 7. ONE SET SHALL BE USED DURING CONSTRUCTION AND PRIOR TO OPERATING HVAC SYSTEMS; ONE SET AT TURNOVER. UNIT COILS SHALL BE THOROUGHLY CLEANED PRIOR TO TURNOVER TO OWNER. FOLLOW SMACNA GUIDELINES FOR INDOOR AIR QUALITY UNDER CONSTRUCTION.
- CONDENSATE PIPING SHALL BE SCHEDULE 40 PVC, CPVC, OR COPPER; PVC SHALL NOT BE USED IN HVAC PLENUMS. IF CPVC IS USED IN AN HVAC PLENUM SPACE, PIPE SHALL BE RATED FOR THE FOLLOWING CHARACTERISTICS: NON-COMBUSTIBLE FLAME AND SMOKE DEVELOPED RATING OF 25/50 WITHOUT BEING WATER FILLED. HORIZONTAL COPPER PIPE SHALL BE INSULATED WITH 1/2" THICK FIBERGLASS OR ELASTOMERIC PIPE INSULATION EQUAL TO RUBATEX. CONDENSATE SHALL BE PUMPED AS REQUIRED.
- RATED ASSEMBLY PENETRATIONS: WHERE DUCTWORK AND PIPING PASS THROUGH FIRE-RATED OR SMOKE-RATED ASSEMBLIES, CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF THE RATED ASSEMBLY USING U.L. APPROVED SEALING METHODS. REFER TO ARCHITECTURAL DRAWINGS FOR ASSEMBLY (WALLS, CEILINGS, ETC.) RATING.
- FIRE DAMPERS: DAMPERS SHALL MEET THE RATING OF THE WALL, AND BE TYPE B (BLADES OUTSIDE OF AIRSTREAM) UNLESS NOTED OTHERWISE. PROVIDE DUCT AND WALL/CEILING ACCESS PANELS FOR ALL DAMPERS NOT ACCESSIBLE.
- FIRE BARRIER PRODUCTS SHALL BE AS MANUFACTURED BY 3M COMPANY TYPE CP25 CAULK, CS195 COMPOSITE PANEL, FS195 WRAP/STRIP, OR PSS 7900 SERIES SYSTEM AS RECOMMENDED BY MANUFACTURER FOR APPLICATION TYPE. PRODUCTS SHALL BE APPROVED BY LOCAL CODE OFFICIALS.
- TEST AND BALANCE: AFTER CONSTRUCTION, THE ENTIRE HVAC SYSTEM, INCLUDING EXHAUST AND RETURN AIR SYSTEMS SHALL BE TESTED, ADJUSTED, AND BALANCED TO DELIVER THE AIR QUANTITIES SHOWN ON DRAWINGS. EXHAUST AND RETURN SYSTEMS UNDER NEGATIVE PRESSURE SHALL NOT EXCEED SCHEDULED VALUES BY MORE THAN 10% AT EACH FAN OR EACH INLET. THE TEST AND BALANCE SHALL BE PERFORMED BY AN AABC OR NEBB CERTIFIED TEST AND BALANCE CONTRACTOR THAT CANNOT BE AFFILIATED WITH THE INSTALLING MECHANICAL CONTRACTOR.
- EXISTING EQUIPMENT TO REMAIN: THE MECHANICAL CONTRACTOR SHALL THOROUGHLY INSPECT AND TEST THE OPERATION OF ANY EXISTING EQUIPMENT TO BE RE-USED AND SUBMIT ANY REPAIR/REPLACEMENT RECOMMENDATIONS TO THE ARCHITECT/ENGINEER.
- DUCTWORK STANDARDS: ALL DUCT SHALL BE CONSTRUCTED BY THE GUIDELINES OF SMACNA CURRENT EDITION. DUCT AND EQUIPMENT SHALL BE SUPPORTED BY THE STRUCTURE AND NOT REST ON CEILING TILES OR CEILING STRUCTURE.
- DUCTWORK: SUPPLY, RETURN, OUTSIDE AND EXHAUST DUCT SHALL BE CONSTRUCTED OF GALVANIZED SHEET METAL PER SMACNA HVAC CONSTRUCTION STANDARDS. ALL JOINTS AND SEAMS SHALL BE SEALED WITH DUCT SEALER, UL LISTED 181A OR 181B FOR TAPES AND MASTICS. USE OF DUCT TAPE IS NOT ALLOWED.
- DUCTWORK BETWEEN AIR HANDLER ON FLOOR (AHU-T3) TO EACH TERMINAL UNIT BOX SHALL BE THROUGH MEDIUM PRESSURE OVAL OR ROUND DUCTWORK.
- VAV SUPPLY AIR DUCTWORK UPSTREAM OF TERMINAL UNITS (OVAL OR ROUND): DUCTWORK SHALL BE SHEET METAL DESIGNED FOR VELOCITIES UP TO 2,700 FPM. DUCTWORK SHALL BE 3" W.C. PRESSURE CLASS.
- SUPPLY AIR DUCTWORK DOWNSTREAM OF TERMINAL UNITS: DUCTWORK SHALL BE SHEET METAL DUCTWORK DESIGNED FOR VELOCITIES UP TO 1,500 FPM OR A FRICTION RATE OF 0.10 INCHES WATER COLUMN PER 100 FEET OF DUCT, WHICHEVER IS MOST STRINGENT. DUCTWORK SHALL BE 2" W.C. PRESSURE CLASS.
- FLEXIBLE DUCTWORK SHALL BE THE INSULATED TYPE (R = 6) CLASS I AIR DUCT, UL 181 LISTED, THERMAFLEX OR EQUAL. DUCT SHALL BE SIZED AT 0.08"/100 FT STATIC PRESSURE DROP WHERE A SIZE IS NOT NOTED ON DRAWINGS. FLEXIBLE DUCTWORK SHALL BE INSTALLED AS STRAIGHT AS POSSIBLE, AND SHALL BE ROUTED AND SUPPORTED WITHOUT FORMING CRIMPS OR OTHER AIR FLOW RESTRICTIONS. PROVIDE SQUARE TO ROUND ADAPTERS OR BOOTS TO CONNECT TO AIR DEVICE NECK WHEN REQUIRED.
- SHEETMETAL DUCT INSULATION: FIBERGLASS DUCT WRAP, WITH FOIL FACED VAPOR BARRIER, U.L. LISTED, GLASS FIBERS BONDED WITH A THERMOSETTING RESIN, COMPLY WITH ASTM C 553, TYPE II, WITHOUT FACING AND WITH ALL-SERVICE JACKET MANUFACTURED FROM KRAFT PAPER, REINFORCING SCRM, ALUMINUM FOIL, AND VINYL FILM. JOHNS MANVILLE, OWENS CORNING, OR EQUAL. IF DUCTWORK SUPPORT STRAPS ARE ATTACHED TO THE DUCT, THEN LOCATE STRAPS INSIDE THE INSULATION AND SEAL WITH MASTIC AT PUNCTURE. ALL PUNCTURES (STAPLES) AND PENETRATIONS OF THE FOIL VAPOR BARRIER SHALL BE SEALED AIRTIGHT WITH FOIL TAPE AND/OR MASTIC. MASTIC MUST BE APPLIED THICK ENOUGH TO COMPLETELY COVER STAPLES. PERIMETER JOINTS SHALL BE FORMED SUCH THAT THE INSULATION ON THE TOP OF THE DUCT OVERLAPS THE INSULATION ON THE SIDES AND THE SIDES OVERLAP THE BOTTOM. DO NOT COMPRESS THE INSULATION WITH SUPPORTS (STRAPS, HANGERS, ETC.).
- DIMENSIONS SHOWN ON DRAWINGS FOR DUCTWORK ARE INSIDE CLEAR. FIELD VERIFY ALL DIMENSIONS BEFORE FABRICATING DUCTWORK.
- DUCT ACCESS DOOR SHALL BE AS INDICATED ON DRAWINGS WITH THE FOLLOWING CHARACTERISTICS: CLOSED CELL NEOPRENE GASKET BONDED TO DOOR, INSULATED BETWEEN INNER AND OUTER DOORS, AND TESTED TO 2" W.C. MANUFACTURED BY UNITED MCGILL OR EQUAL.
- ALL PIPING, DUCTWORK, INSULATION, CONSTRUCTION STANDARDS, ETC. MUST BE EQUAL TO OR GREATER THAN THE EXISTING BUILDING BASE STANDARD. THE USE OF RIGID FIBER DUCTBOARD AND PVC PIPING IS NOT ALLOWED.
- HEATING HOT WATER PIPING SHALL BE SCHEDULE 40 BLACK STEEL ASTM A53 SEAMLESS AS MANUFACTURED IN THE UNITED STATES BY KELLY PIPE, LTV, U.S. STEEL, WHEATLAND, OR EQUAL.
- HOT WATER PIPING INSULATION SHALL BE TYPE A - ONE PIECE GLASS FIBER, RIGID MOLDED SECTIONAL PIPE COVERING WITH FACTORY APPLIED ALUMINUM FOIL AND WHITE CRAFT PAPER FLAME RETARDANT VAPOR BARRIER JACKET, CONFORMING TO ASTM C547, CLASS II, MINERAL FIBER PREFORMED PIPE INSULATION. THERMAL CONDUCTIVITY (K) EQUALS APPROXIMATELY 0.23 (BTU/HR., SF., DEGREE F, IN) AT 75 °F. SIMILAR TO JOHNS MANVILLE CORP "MICRO LOX 650 AP T", OR APPROVED EQUAL. PROVIDE PVC JACKETING.
- PROVIDE CONTROLS COMPATIBLE WITH EXISTING BUILDING STANDARD (JOHNSON CONTROLS METASYS). PROVIDE ALL COMPONENTS REQUIRED TO OPERATE NEW EQUIPMENT. UPDATE GRAPHICS AND PROGRAMMING AT FRONT END BMS COMPUTER.

LOWE
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ENGINEERING, LLC
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HUGHES TURNER PHILLIPS
ARCHITECTURE | INTERIOR DESIGN | SPACE PLANNING

REVISION SCHEDULE

NUMBER	DATE	COMMENTS

PROJECT:

911 Call Center

1 GALAMBOS
SANDY SPRINGS, GA 30088

CLIENT:

Sandy Springs

MECHANICAL NOTES, SCHEDULES AND DETAILS

STAMP:

08/28/2020

PROJECT NUMBER:
Project Number

SCALE: 1/4" = 1'-0"

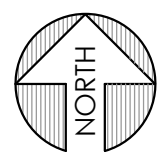
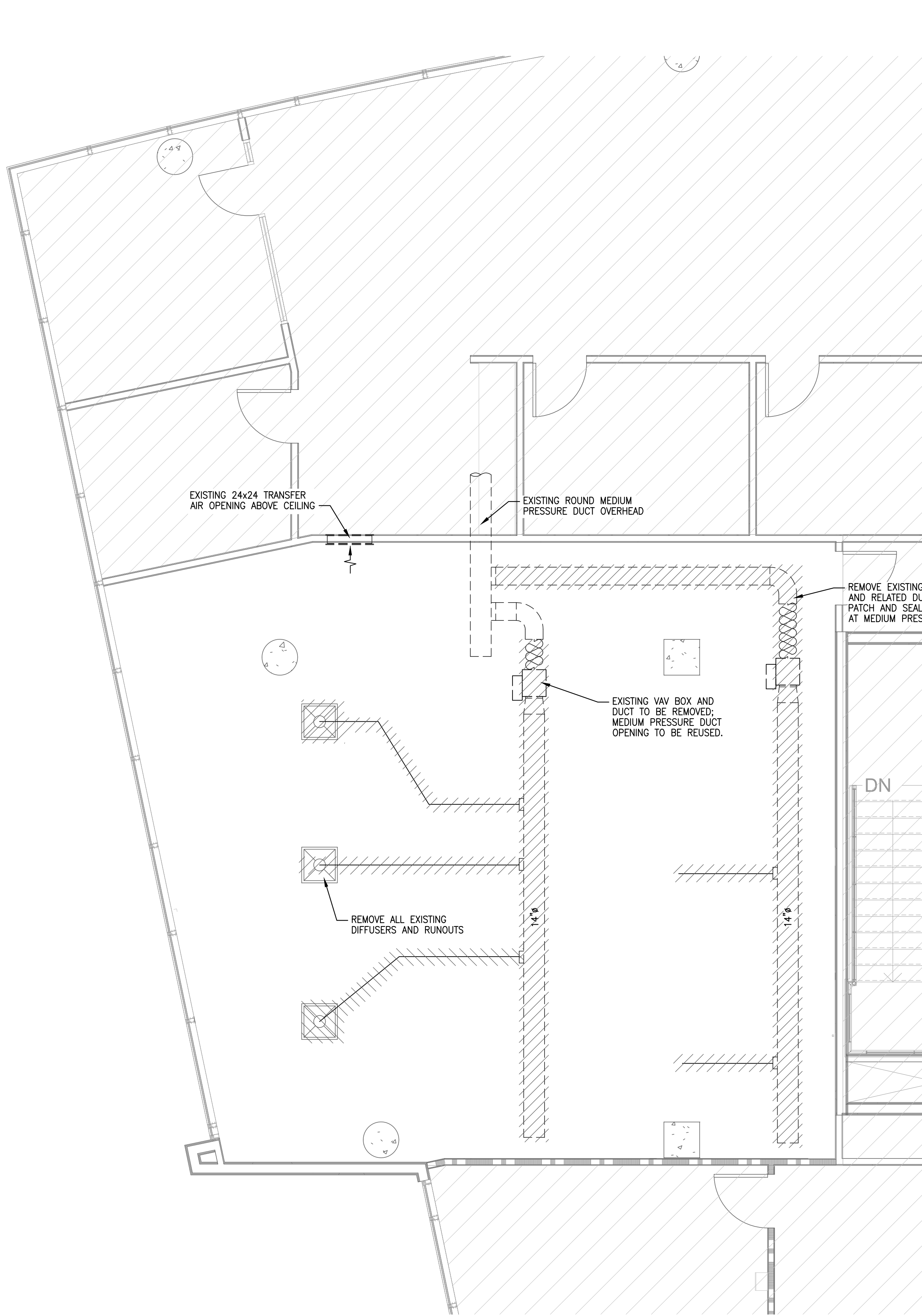
DATE:
08/17/20

SHEET NUMBER:
M-0.01

NOT RELEASED FOR CONSTRUCTION

REVIEW AND APPROVE

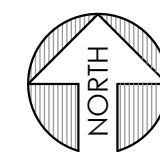
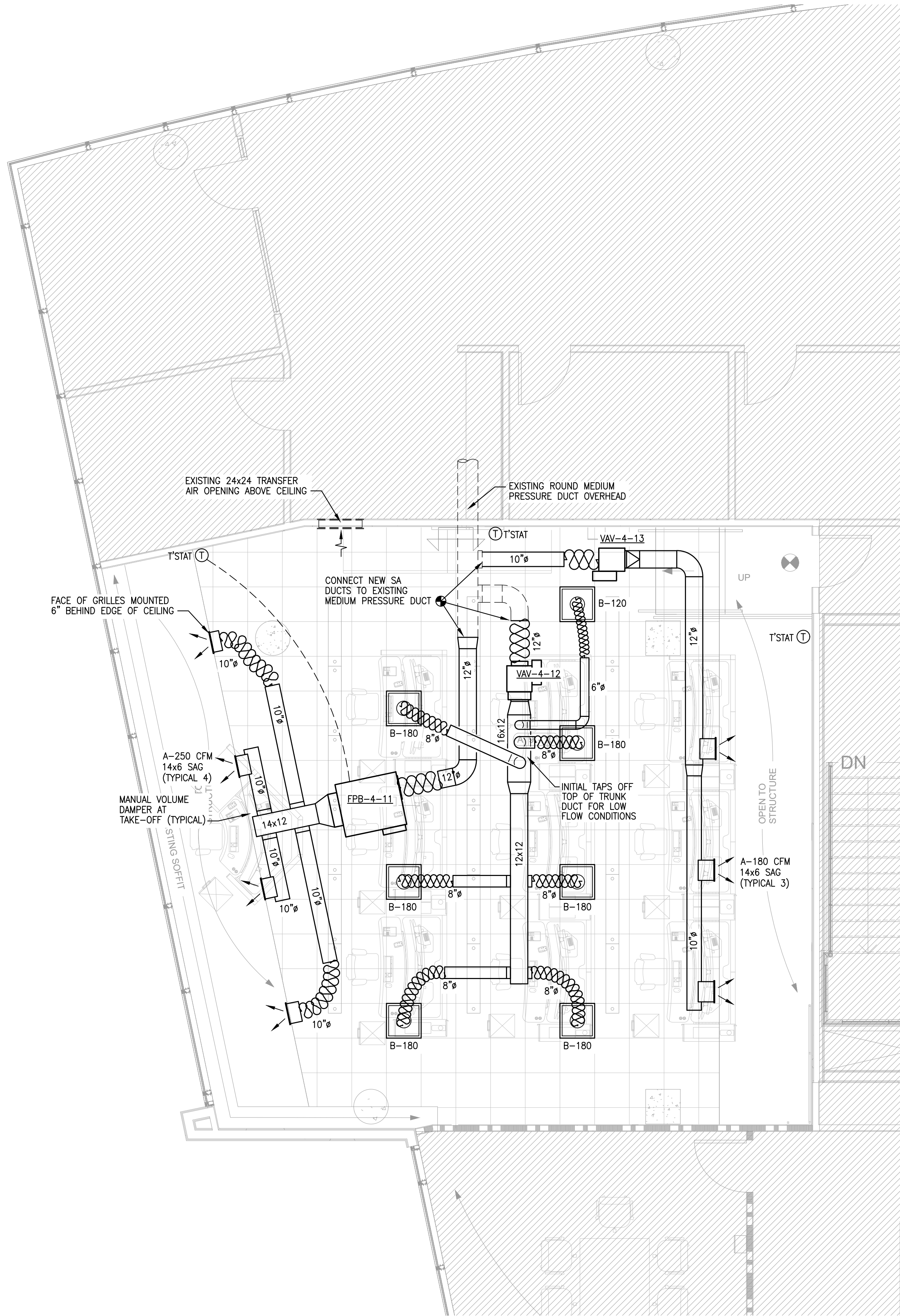
NOT RELEASED FOR CONSTRUCTION



2

MECHANICAL PLAN - DEMOLITION

SCALE: 1/4"= 1'-0"



2

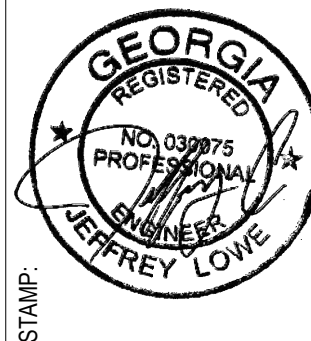
MECHANICAL PLAN - NEW WORK

SCALE: 1/4"= 1'-0"

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PROJECT NUMBER: 911 Call Center
Project Number: 911 Call Center
DATE: 08/17/20
SHEET NUMBER: M-1.01
REVIEW AND APPROVE: []
NOT RELEASED FOR CONSTRUCTION: []
RELEASED FOR CONSTRUCTION: []



STAMP DATE: 08.28.2020

CLIENT: Sandy Springs

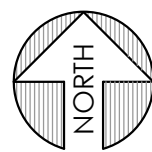
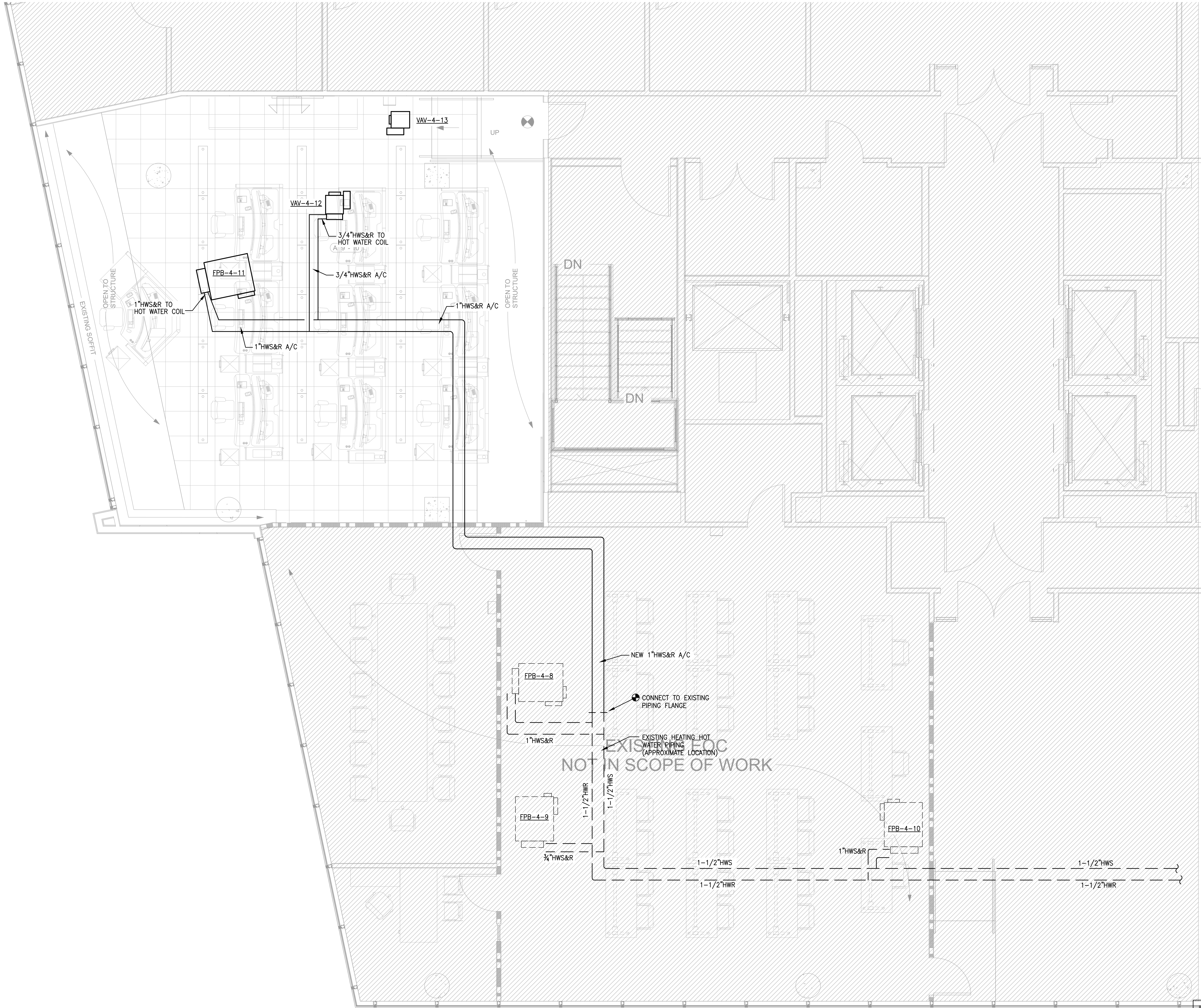
PROJECT: 911 Call Center

MECHANICAL PLANS - DUCTWORK

1 GALAMBOS
SANDY SPRINGS, GA 30328

REVISION SCHEDULE	
NUMBER	DATE

HUGHES TURNER PHILLIPS
ARCHITECTURE | INTERIOR DESIGN | SPACE PLANNING
2870 CLAIRMONT ROAD NE | SUITE 300 | ATLANTA, GA 30329 | 404.233.3533 | FAX 404.261.5768



1
M-1.02

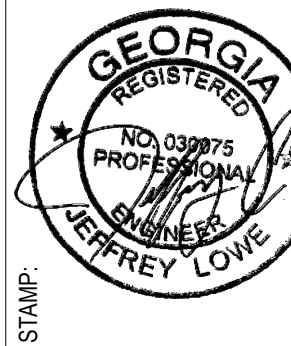
MECHANICAL PLAN - HVAC PIPING

SCALE: 1/4"= 1'-0"

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PROJECT NUMBER: Project Number
DATE: 08/17/20
SHEET NUMBER: **M-1.02**
SCALE: 1/4" = 1'-0"
DRAWN BY: JAL
REVIEW AND APPROVE FOR CONSTRUCTION: ☐
RELEASED FOR CONSTRUCTION: ☒



STAMP DATE: 08-28-2020

CLIENT: **Sandy Springs**
MECHANICAL PLAN - HVAC PIPING

PROJECT: **911 Call Center**
1 GALAMBOS
SANDY SPRINGS, GA 30328

REVISION SCHEDULE	
NUMBER	DATE

COMMENTS	



Contract Agreement #19ITB432768K-JAJ (F)

**Fulton County Task Order Contract for Minor
Construction Projects**

For

Department of Real Estate and Asset Management

OWNER - CONTRACTOR AGREEMENT

FULTON COUNTY TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS

Contractor: Rubio and Son Interiors, Inc.

Project No. #19ITB432768K-JAJ (F)

Address: 10 Frost Cove
Hoschton, GA 30548

Telephone: 770-294-7424

Contact: Richard J. Rubio
President

Email: contractrubio@bellsouth.net

THIS AGREEMENT is effective as of the **1st** day of **January, 2020**, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **One Million Dollars and Zero Cent, (\$1,000,000.00)** and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: #19ITB432768K-JAJ (F)

FULTON COUNTY TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, effective dates from January 1, 2020 through December 31, 2020, with three one-year renewal options from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor

shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on **February 5, 2020, BOC# 20-0109.**

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

RUBIO & SON INTERIORS, INC.

DocuSigned by:

Richard J. Rubio

Richard J. Rubio
President

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Patrise Perkins-Hooker

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate and Asset
Management

ATTEST:

DocuSigned by:

Victoria Meeks

Secretary/
Assistant Secretary

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: 20-0109 RM: 2/5/2020 REGULAR MEETING
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END OF SECTION

EXHIBIT A

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Code Section 102-420 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager - shall mean the individual designated in writing, by the Department of Real Estate and Asset Management as the Construction Manager.

Contractor - shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents- include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time - shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County - shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the Department of Real Estate and Asset Management of Fulton County, Georgia or the designee thereof.

Final Completion - shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages - shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products - shall mean materials or equipment permanently incorporated into the work.

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or

based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its

engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Real Estate and Asset Management and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Real Estate and Asset Management or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the

activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations

concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed.

Upon completion of the work, the County shall determine in its sole discretion whether the Contractor is due any compensation for those services the Contractor performed prior to the termination to the satisfaction of the County ("Unpaid Satisfactory Work"), and shall compensate Contractor for the same. The County shall further determine in its sole discretion whether the County's completion of the work was made more costly as a result of failures, acts, or omissions of the Contractor, and if so, shall deduct such amounts ("Overages") from any amounts that may be due to the Contractor. In the event that the Overages exceed the Unpaid Satisfactory Work, the Contractor shall immediately pay the difference to the County on demand. These obligations for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the termination shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated by the County through the Termination for Cause provisions due to a claim of default by the Contractor, and it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered

a Termination for Convenience pursuant to this paragraph and administered according to the provisions related to Termination for Convenience set out in this Contract.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, for the purpose of completing the work for which the Contractor was contractually engaged, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Unless otherwise directed by the Construction Manager, terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;

6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination for cause or convenience, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's

costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently conduct the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor's employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information

- a. Vendor Name
- b. Vendor Address
- c. Vendor Code
- d. Vendor Contact Information
- e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. A written report of the total value of work performed and materials and equipment obtained to the date of submission

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Code Section 102-420. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for

- performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
 4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
 - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
 5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:
 - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
 - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small

tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.

- c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
 - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
 - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made within twenty (20) days after the first observance of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Fulton County Code Section 102-420.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

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

Signature

Title

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

Notary Public

My Commission expires

END OF SECTION

EXHIBIT B

SPECIAL CONDITIONS

SPECIAL CONDITIONS

SECTION 01010 – SUMMARY OF WORK

1.01 Description

- A. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures or other real property. All work shall be in conformance with the contract documents, drawings, and Fulton county Standards and Specifications. Given that this task orders driven, the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed (NTP) for that location.

1.02 Project Location

The projects will be located at various locations throughout Fulton County, GA.

1.03 Quantities

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

1.04 Partial Owner Occupancy

The existing facilities to which these improvements are being made will continue operation during the period of construction.

1.05 Coordination of Work

- A. The Contractor shall coordinate the work with third parties (such as power, natural gas, or telephone companies) in areas where such parties may have rights to underground property or facilities.
- B. The Contractor shall request from involved third parties maps or other descriptive information as to the nature and location of such underground facilities or property. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.
- C. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.

- D. The Contractor shall coordinate the work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired and provided by the Owner.

END OF SECTION

SECTION 01016

OCCUPANCY

Part 1 General Requirements

1.01 Partial Occupancy By Owner

Whenever, in the opinion of the Engineer, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the Work so put into use shall be performed by the Contractor at Contractor's own expense.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

Part 1 General

1.01 Scope

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.
 - 1. In addition, City Work Permits, Right of Way Encroachment permits, plumbing permits and similar type permits, and all appropriate licenses are the responsibility of the Contractor.
 - 2. If land disturbance permits, DOT permits, or easements are required, they will be obtained by the County as part of the design process.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof which may heretofore have been accepted.

END OF SECTION

SECTION 01091

CODES AND STANDARDS

Part 1 General

1.01 Description

A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.

B. The inclusion of an organization under one (1) category does not preclude that organization's standards from applying to another category.

C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.

D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 Standard Organizations

A. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-BellPVC	Pipe Association

B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

C. Painting and Surface Preparation

NACE	National Association of Corrosion Engineers
SSPC	Steel Structures Painting Council

D. Electrical and Instrumentation

AEIC	Association of Edison Illuminating Companies
AIEE	American Institute of Electrical Engineers
EIA	Electronic Industries Association
ICEA	Insulated Cable Engineers Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	ISA – The Instrumentation, Systems, and Automation Society
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
REA	Rural Electrification Administration
TIA	Telecommunications Industries Association
UL	Underwriter's Laboratories
VRCI	Variable Resistive Components Institute

E. Aluminum

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association

F. Steel and Concrete

ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
CRSI	Concrete Reinforcing Steel Institute
NRMA	National Ready Mix Association
PCA	Portland Cement Association
PCI	Pre-Stressed Concrete Institute

G. Welding

ASME	American Society of Mechanical Engineers
AWS	American Welding Society

H. Government and Technical Organizations

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers

NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation
SSRBC	Standard Specifications for Construction of Transportation Systems, Georgia Department of Transportation

K. Plumbing

AGA American Gas Association
 NSF National Sanitation Foundation
 PDI Plumbing Drainage Institute
 SPC SBCC Standard Plumbing Code

L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

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M. Equipment

AFBMA Anti Friction Bearing Manufacturers Association, Inc.
AGMA American Gear Manufacturers Association
ALI Automotive Lift Institute
CEMA Conveyor Equipment Manufacturers Association
CMAA Crane Manufacturers Association of America
DEMA Diesel Engine Manufacturers Association
MMA Monorail Manufacturers Association
OPEI Outdoor Power Equipment Institute, Inc.
PTI Power Tool Institute, Inc.
RIA Robotic Industries Association
SAMA Scientific Apparatus Makers Association

1.03 Symbols

Symbols and material legends shall be as scheduled on the Drawings.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

Part 1 General

1.01 Scope

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.
- B. Scheduling and Administration by Engineer:
 - 1. Prepare agenda.
 - 2. Make physical arrangements for the meetings.
 - 3. Preside at meetings.
 - 4. Record minutes and include significant proceedings and decisions.
 - 5. Distribute copies of the minutes to participants.

1.02 Preconstruction Conference

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor and superintendent.
 - 4. Major subcontractors.
 - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
 - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel and emergency telephone numbers.
 - 4. Processing of field decisions and change orders.
 - 5. Adequacy of distribution of Contract Documents.

6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retain age.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

1.03 Project Coordination Meetings

Project Coordination Meetings may be requested at any time at the discretion of the Owner, Engineer or Contractor. The party requesting a meeting shall provide the other two (2) parties with as much notice as possible, as well as a written agenda for such meeting.

END OF SECTION

SECTION 01210

INSPECTION OF WORK

Part 1 General

1.01 Scope

- A. The work covered by this Section includes the Engineer's and Contractor's responsibilities and obligations regarding inspection of the work performed.

1.02 Engineer's Inspection

- A. The Engineer shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Engineer's review as specified herein.
- B. The Engineer is responsible for general surveillance of the work on behalf of the Owner. The Engineer is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Engineer is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Engineer is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

1.03 Contractor's Duties

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct to the satisfaction of the Engineer any work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the Owner.

1.04 Right of Entry

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the Owner shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

END OF SECTION

SECTION 01710

SERVICES CLEANING

Part 1 General

1.01 Scope

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

1.02 Quality Assurance

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

1.03 Hazardous Material and Waste

- A. Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.
- B. Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

1.04 Disposal of Surplus Materials

Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose offsite all surplus materials and equipment from demolition and shall provide suitable offsite disposal site, or utilize a site designated by the Owner.

Part 2 Products

2.01 Cleaning Materials and Equipment

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

1.01 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

Part 3 Execution

3.01 Progress Cleaning

A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Restack materials stored on site weekly.
3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

3.02 Final Cleaning

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Post Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.

- E. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer will decide what method of restoration shall be used.
- F. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.

3.03 Cleaning During Owner's Occupancy

Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the Supplementary Conditions of the Contract Documents.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

Part 1 General

1.01 Project Maintenance and Warranty

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.
- B. Contractor shall warrant for a period of one (1) year from the date of Owner's written acceptance of certain segments of the Work and/or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one (1) year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two (2) or more successive failures of the same kind in the same item or failures of the same kind in two (2) or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted

from the scope of the one (1) year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one (1) year.

- E. Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one (1) year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within fifteen (15) days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

END OF SECTION

EXHIBIT C
ADDENDA

19ITB432768K-JAJ

July 11, 2019

Page 2

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

Attached you will find Section 4 Scope of Work and Section 5 Insurance and Risk Management Provisions.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1, 19ITB432768K-JAJ, Task Order Contract for Minor Construction.

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the Bid/Proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the ITB due date July 29, 2019 @ 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 11 day of July, 2019.

Rubio and Son Interiors, Inc.
Legal Name of Bidder/Proposer

Mina
Signature of Authorized Representative

Secretary
Title

**ACKNOWLEDGEMENT OF ADDENDUM NO. 2, 19ITB432768K-JAJ, Task Order
Contract for Minor Construction.**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the Bid/Proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the ITB due date August 7, 2019 @ 11:00 A.M.

This is to acknowledge receipt of Addendum No. 2, 25 day of July, 2019.

Rubio and Son Interiors, Inc.
Legal Name of Bidder/Proposer

Murcio
Signature of Authorized Representative

Secretary
Title

ACKNOWLEDGEMENT OF ADDENDUM NO. 3, 19ITB432768K-JAJ, Task Order Contract for Minor Construction.

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the Bid/Proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the ITB due date August 7, 2019 @ 11:00 A.M.

This is to acknowledge receipt of Addendum No. 3, 2nd day of August, 2019.

Rubio and Son Interiors, Inc.
Legal Name of Bidder/Proposer

Neek
Signature of Authorized Representative

Secretary
Title

19ITB432768K-JAJ

August 6, 2019

Page 2

ACKNOWLEDGEMENT OF ADDENDUM NO. 4, 19ITB432768K-JAJ, Task Order Contract for Minor Construction.

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the Bid/Proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the ITB due date August 12, 2019 @ 11:00 A.M.

This is to acknowledge receipt of Addendum No. 4, 6 day of August, 2019.

Rubio and Son Interiors Inc.
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Secretary
Title

Insert Bid#
Task Order Contract for Minor Construction Projects

Section 2
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Richard Rubio	30 Hardeman Rd. Sandy Springs, GA 30342
Nicholas Rubio	136 Thundering Waters Dr. Cornelia, GA 30549
Victoria Rubio	3207 Garden Valley Ct. Decatur, GA 30019

END OF SECTION

EXHIBIT D
BID FORM

Insert Bid#
Task Order Contract for Minor Construction Projects

Section 2
Bid Form

BID FORM

Submitted To: Fulton County Government

Submitted By: Rubio and Son Interiors, Inc.

For: # 19ITB –TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS

Submitted on August 7, 2019

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE COST MULTIPLIER IS ONE OF THE FACTOR UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED ALONG WITH THE BIDDER'S ABILITY TO MEET BONDING CAPACITY REQUIREMENTS AND/OR VARIFIABLE OPEN LINES OF CREDIT FROM SUPPLIERS. ALL OF THESE FACTORS WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

OVERALL ADJUSTMENT FACTOR TO BE APPLIED AGAINST THE R.S. MEANS BUILDING CONSTRUCTION COST DATA UNIT PRICING. THIS FACTOR IS APPLIED AGAINST THE TOTAL COST, WHICH INCLUDES OVERHEAD AND PROFIT.

98.0802

(R.S. MEANS)

Insert Bid#
Task Order Contract for Minor Construction Projects

Section 2
Bid Form

Ninety Eight. zero eight zero two
(R.S. MEANS in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel, lines of credit, and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

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

Insert Bid#
Task Order Contract for Minor Construction Projects

Section 2
Bid Form

BASE BID AMOUNT

The above Bidder is:

- ☐ An Individual
☐ A Company
☒ A Corporation
☐ A Partnership
☐ A Joint Venture consisting of

For the performance of the work as stated in this Invitation to Bid, we bid the following adjustment factor. (Utilize four decimal places; example: 0.000).

Overall Adjustment Factor to be applied against the R S Means Building

Construction Cost Data unit pricing: 9808

Company: Rubio and Son Interiors Inc.

Signature: [Signature]

Name: Victoria Rubio

Title: Secretary

Date: August 2, 2019

Insert Bid#
Task Order Contract for Minor Construction Projects**Section 2**
Bid Form

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED	<u>July 11, 2019</u>
ADDENDUM #	<u>2</u>	DATED	<u>July 24, 2019</u>
ADDENDUM #	<u>3</u>	DATED	<u>August 2, 2019</u>
ADDENDUM #	<u>4</u>	DATED	<u>August 6, 2019</u>

BIDDER:Rubio and Son Interiors Inc.

Signed by:

Merz / Victoria Rubio
[Type or Print Name]

Title:

Secretary

Business Address:

3207 Garden Valley Court
Dacula GA 30019

Business Phone:

770-294-7424 / 678-920-3339

EXHIBIT E

BONDS (PAYMENT AND PERFORMANCE)

Pursuant to Addendum No. 1, Payment and Performance Bonds in the amount of 100 percent will be required per task order.



July 1, 2019

To: Fulton County Government

Re: Rubio and Son Interiors, Inc. – Project 19ITB432768K-JAJ Task Order Contract for Minor Construction Projects

To whom it may concern,

Please let this letter serve as a bonding reference for our valued client Rubio and Son Interiors, Inc.

Our experience with Rubio and Son Interiors, Inc., Inc has been excellent. We find this firm to be very well qualified, capably managed, well staffed and organized, reputable, cooperative, and extremely credit worthy. We are more than willing to consider providing bonds for \$3,000,000 single and \$6,000,000 aggregate.

Our approval of such a request would be conditioned upon applicable underwriting considerations at the time of the bond request including a review of the contract documents and confirmation of financing. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

I trust this to be a satisfactory reference, but if additional information is needed, please feel free to contact our office. For your further reference, Westfield Insurance is a multi-line property and casualty insurance company founded in 1848, and is currently rated "A" by A.M. Best and combined with other companies in our group, has a Treasury Department single project qualification of more than \$200 million. This is also confirmation that Westfield is licensed to do business in the State of Georgia by the Georgia Insurance Commissioner.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read "Chad Martin".

Chad Martin

1900 N. Winston Road | Suite 100 | Knoxville, TN 37919
PO Box 10328 | Knoxville, TN 37939-0328
p: 800.328.0293 | 865.691.4847
f: 865.694.4847
tisins.com

EXHIBIT F

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The Department of Real Estate and Asset Management's (DREAM) Task Order Contract for Minor Construction Projects, formerly referred to as "Fast Track" (hereinafter called TOC), is a firm-fixed-price indefinite-quantity contract. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract.

The successful Bidder shall:

- A. Provide all management, design, labor, materials, equipment and architectural and engineering support needed to perform the work authorized by work orders issued.
- B. Subscribe to and utilize the latest electronic edition of the R. S. Means Building Construction Cost Data (Standard Edition, hereinafter referred to as "Means Software") for all job assignments. (Note this version uses union wage rates, but does include the location factor and quarterly updates.) The software is available via online subscription or CD. The cost of the subscription, or CD, for one (1) seat shall be reimbursed by Fulton County for each year of the term of the contract. Fees for additional users will not be reimbursed by the County.
- C. Submit a cost adjustment factor to be universally applied to the costs included in the Means Software as their Base Bid amount. The awarded Contractor(s) shall base all pricing on work being performed during normal business hours.
- D. For each job assignment, be allowed Special Conditions that are unique to the job conditions that shall not subject to the adjustment factor. Examples of Special Conditions include, but are not limited to:
 - 1. Overtime,
 - 2. Additional security,
 - 3. Specialized equipment to be purchased, or rented, that is necessary for the work, and
 - 4. Coordination with outside contracts or owner provided work.
- E. Upon receiving a job assignment, prepare a cost sheet utilizing the Means Software. The total of the line item costs shall be multiplied by Bidder's cost adjustment factor. The costs for any Special Conditions and Non-Pre-Priced (NPP) items are itemized and then added to the adjusted cost to generate the total cost for the job assignment.
- F. Deliver the Cost Sheet in the original electronic format to the Fulton County Project Manager for verification of costs.

- G. As TOC requirements are identified, Contractor shall jointly develop a Scope of Work with the County's staff. The General Contractor shall be issued a Request for Proposal Work Order, and based upon the Scope of Work, shall be required to develop a proposal for the work utilizing the Means Software detailed above. The General Contractor shall submit their proposal to the County for review and approval. If the Contractor's proposed units are found reasonable, a work order may be issued at the agreed upon units, which when multiplied by the unit price and contract adjustment factor shall establish the firm fixed price for the work order.
- H. Submit a Safety Plan with response to this Bid that shall be followed to insure site safety on all jobs. Safety Plan shall reference OSHA requirements.
- I. The procedures for ordering work are covered in the General Conditions.

The TOC may include what is known as "Non-Pre-Priced items". Non-Pre-Priced (NPP) items may require the establishment of specifications and drawings. Non-Pre-Priced items are bid as cost (lowest of three (3) submitted vendors who have agreed to Special Conditions) plus five percent (5%) overhead and five percent (5%) profit). The procedures for ordering work are covered in the General Conditions.
- J. The Contractor will use the County's project management system (Primavera P6) during each Phase of the work. The use of this system may include communication through project standard documents, review of the schedule, and cost information. The collaboration will involve, at a minimum, the training required for the use of the system, Requests for Information and Proposals (RFI/RFP), meeting minutes, Change Order and Action Item communication between the Contractor and County. The Contractor may upload e-versions of supporting documents, progress photos and drawings as well. The Proposer shall prepare each submittal in a comprehensive format including Coversheet, Index, Lists of Abbreviations and Code Narratives, as appropriate, for the document. The Contractor will identify each Project within the Program according to the name the County has determined at the time of the submittal. Training required to use the project management system will be provided locally by the County. The Contractor's time for training will not be reimbursed. The Contractor will be required to utilize the County's Primavera P6 Project Management system for the Project and will be required to purchase/license, update and maintain a copy of the software, at Contractor's expense.

The Scope of Work and Technical Specifications includes Division 1 – General Requirements; 01010 through 01740.

EXHIBIT G

EXHIBITS

EXHIBIT 1

STATEMENT OF QUALIFICATIONS
TECHNICAL COMPETENCE, EXPERIENCE,
& BUSINESS OPERATIONS

(To be submitted with Bid. Additional sheets may be attached)

1. Number of years of continuous business operation performing construction service?

23 years

- a. Is your company a:

☒ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETOR

2. Has Bidder ever participated in a Job Order Contract (JOC) procurement program?
-
- (circle response)

NO (Proceed to question 3)**YES.** Provide the following:

- a. Name of program Fulton County and State of Georgia
- b. Dates of participation FC- 2017 to present / State- 2015 to present
- c. Program managed by FC managed by FC / State managed by Gordian

3. Within the last 3 years, has Bidder executed 2 or more Work Orders or Contracts within values as follows: (Please state average contract value for "YES" responses)

A. Up to \$50,000.00	NO	YES \$ <u>30,000</u>
B. \$50,001.00 to \$100,000.00	NO	YES \$ <u>60,000</u>
C. \$100,001.00 to \$200,000.00	NO	YES \$ <u>150,000</u>
D. Over \$200,000.00	NO	YES \$ <u>700,000</u>

4. How many full-time employees do you currently have?
- 7

5. How many Supervisors/Project Managers?
- 3

- a. How many supervisors have had:
- Less than 3 years supervisory experience
- 3-5 years supervisory experience
- More than 5 years supervisory experience

0

0

3

19ITB432768K-JAJ
Task Order Contract for Minor Construction Projects

Section 10
Exhibits

6. Provide three (3) construction projects references. Identify any project that is a JOC procurement and provide the POC information below.

Project Name: South Fulton Behavioral Health
 Contact Name and Title: Freddie Robinson / Project Manager
 Company Name: Fulton County Government
 Address: 141 Pryor Street Atlanta GA 30303
 Phone Number: 404-472-5654 Fax Number: 404-893-6527
 E-mail Address: freddie.robinson@fultoncountygga.gov

Project Name: Fulton County Pre-Trial
 Contact Name and Title: Lloyd Nesbitt / Project Manager
 Company Name: Fulton County Government
 Address: 141 Pryor Street Atlanta GA 30303
 Phone Number: 404-358-2174 Fax Number: 404-893-6527
 E-mail Address: lloyd.nesbitt@fultoncountygga.gov

Project Name: 180 Peachtree
 Contact Name and Title: Scott McDinnitt / Project Manager
 Company Name: City of Atlanta
 Address: 55 Trinity Avenue Atlanta GA 30303
 Phone Number: 404-955-4257 Fax Number: 404-658-7673
 E-mail Address: shmcinnitt@atlantagga.gov

7. Provide OSHA EMR rating : .90

OPERATION PLAN

1. Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe.

We do not have a documentable program. Our reputation is proof of quality and assurance to following our customers specifications in a precise and timely manner.

2. Describe your implementation/start-up plan(s) for this ITB.

As always we follow our customers specifications. We listen and make any changes that may arise with our customers desires. We have never not completed a job after a deadline and many jobs have been completed without a punch list. RSI is that good at "making it happen."

3. Describe how your company provides relief personnel for employees who do not show up for work.

In the 23 years of business we have never had employees not show for any scheduled work or job. This same fact is and has been with our subbase. In the event this did happen, Richard Rubio, would immediately have a replacement sub on the project to ensure no lost time.

4. Describe how you would handle the Contract Management process.

Customer lead to project manager. PM would then meet with customers and sub-contractors in a timely manner. From the meeting(s) a scope is written and a proposal developed for approval from the customer.

5. Describe your commitment to maintaining County facilities per the specifications and following the instructions provided.

Rubio and Son Interiors Inc. will provide a contact name and number of a representative available 24/7 for customer emergencies. We will hold monthly meetings and daily tailgate meetings to ensure safety, quality and customer satisfaction. We self perform on average 60% of our work and have developed quality subcontractors all licensed in their field.

Rubio and Son Interiors, Inc.

3207 Garden Valley Court

Dacula, GA 30019

Safety Plan:

19ITB432768K-JAJ – Task Order Contract for Minor Construction Projects:

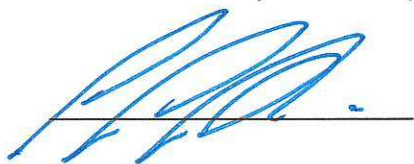
It is the policy of this company to strive for the highest environmental, health and safety standards on our projects. Safety and protection of the environment does not occur by chance. It is the result of careful attention to all company operations by those who are directly and indirectly involved. Employees at all levels must work diligently to execute the company's policy of providing and maintain a safe work place.

Our plan has been developed to assure the compliance with Federal, State, OSHA and local regulations. It is the obligation of all employees to be knowledgeable of the standards established by these agencies and to implement the rules/regulations contained therein on projects.

Regard for the safety of the general public, our own employees and the employees of our subcontractors, is a supreme responsibility of all levels of our organization. We intend to prevent any human sufferings. Prevention of injury/illness is a goal well worthy of achieving.

Our safety plan supports the following:

- A. Management commitment to safety
- B. Weekly tool box safety meetings including Job Safety Analysis
- C. Effective job safety training for all categories of employees
- D. Job hazard analysis provided to all employees
- E. Accident Reporting
- F. Medical support including first aid
- G. Personal protective equipment



Richard Rubio

CEO/President

EXHIBIT H
PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Rubio and Son Interiors Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

417724
EEV/Basic Pilot Program* User Identification Number

Murcio
BY: Authorized Officer of Agent
(Insert Contractor Name)

Secretary
Title of Authorized Officer or Agent of Contractor

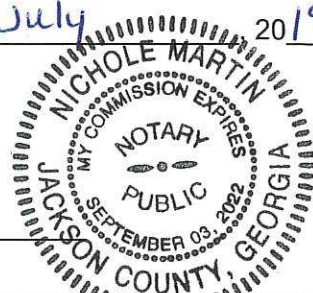
Nitonia Rubio
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 22 day of July 2019

Notary Public: Nichole Martin

County: Gwinnett

Commission Expires: 9/3/2020



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

19ITB432768K-JAJ
Task Order Contract for Minor Construction Projects

Section 6
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Rubio and Son Interiors, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

236393

EEV/Basic Pilot Program* User Identification Number

TLS Electrical Co., Inc. - Brett Stewart
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Office Manager
Title of Authorized Officer or Agent of Subcontractor

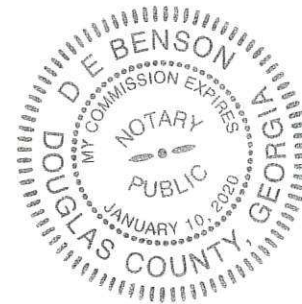
Brett Stewart
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 1st day of July, 2019.

Notary Public: [Signature]

County: Douglas

Commission Expires: 1-10-20



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

19ITB432768K-JAJ
Task Order Contract for Minor Construction Projects

Section 6
Purchasing Forms & Instructions

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Rubio and Son Interiors, Inc.

General Contractor's License Number: GCCO 000009

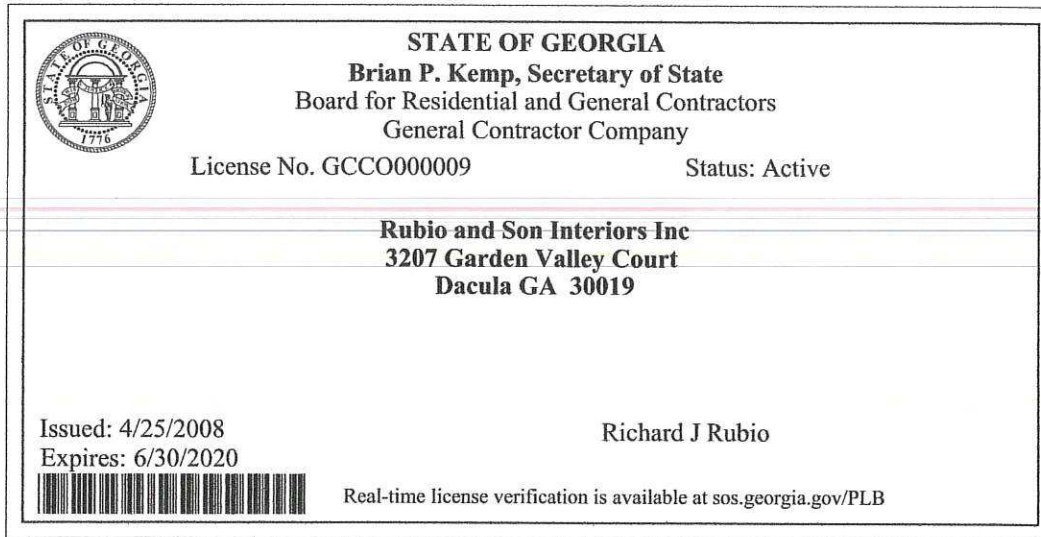
Expiration Date of License: 6/30/2020

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: Murrio

Date: July 19, 2019

(ATTACH COPY OF LICENSE)



Above is your license issued by the Georgia State Board of Residential and General Contractors. A pocket-sized license card is below. Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. License renewals may be completed prior to the expiration date via the Board's website or by obtaining a paper renewal from the Board office.

Reminder: It is your responsibility to keep your insurance current. Please provide the Board with a copy of your Certificate of Insurance each time your insurance is renewed. The Board does receive copies of cancellation notices which will affect the status of your license.

It is the licensee's responsibility to notify the board office immediately of any change of name or address. You may update your address online at the board's website at www.sos.ga.gov/plb/contractors/.

You may contact the Board at:

GEORGIA STATE BOARD FOR RESIDENTIAL & GENERAL CONTRACTORS
237 COLISEUM DRIVE, MACON, GEORGIA 31217-3858
478-207-2440 (phone) website: www.sos.ga.gov/plb/contractors/



FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: TLS Electrical Co., Inc.Performing work as: Prime Contractor ☐ Sub-Contractor ☒Professional License Type: General I - Special Trade Construction-^{Electrical}Professional License Number: EN212960Expiration Date of License: 6/30/2020

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: MurzioDate: July 19, 2019**(ATTACH COPY OF LICENSE)**

	STATE OF GEORGIA Brian P. Kemp, Secretary of State State Construction Industry Licensing Board Electrical Contractor- Non Restricted	
	License No. EN212960	Status: Active
Barton Wayne Stewart 1739 Poplar Springs Road SW Hiram GA 30141		
Issued: 4/25/2002 Expires: 6/30/2020		
 Real-time license verification is available at sos.georgia.gov/PLB		

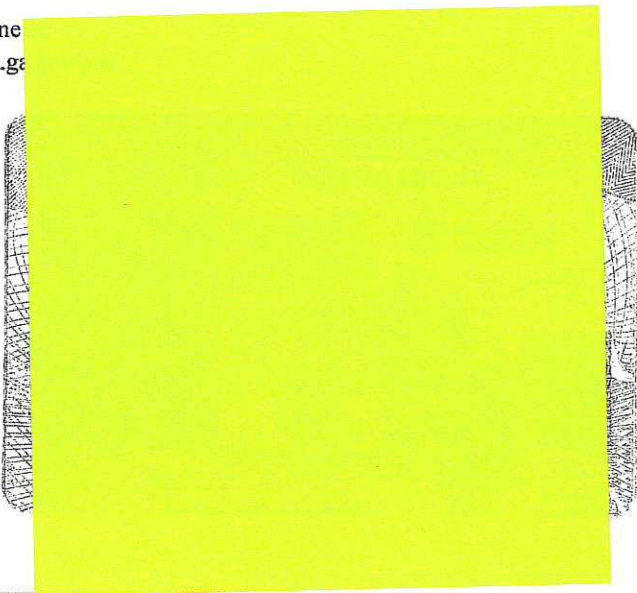
The Certificate above may be used for wall display.

The Card below may be used as the pocket identification card.

Notify the Board office of name/address changes at:

Georgia Secretary of State
Professional Licensing Boards
237 Coliseum Drive
Macon, GA 31217-3858

Or visit us online
<http://www.sos.ga.gov>



	STATE OF GEORGIA Brian P. Kemp, Secretary of State State Construction Industry Licensing Board Electrical Contractor- Non Restricted	
	License No. EN212960 - Active	
Barton Wayne Stewart 1739 Poplar Springs Road SW Hiram GA 30141		
Issued: 4/25/2002 Expires: 6/30/2020		
Real-time license verification is available at sos.georgia.gov/PLB		

CITY OF SMYRNA

Occupation Tax Certificate

Expires on 12/31/2019

TLS ELECTRICAL COMPANY INC
TLS ELECTRICAL INC
1750 CORN RD
SMYRNA, GA 30080

ACCOUNT #: 2570
LOCATION: 1750 CORN RD
SE

In consideration of which City of Smyrna has granted a Certificate for carrying on
the business of: GENERAL 1 - SPECIAL TRADE CONSTRUCTION



RECEIPT FOR OCCUPATION TAX CERTIFICATE

ACCOUNT #: 2570

Type of Business: GENERAL 1 - SPECIAL TRADE CONSTRUCTION

TLS ELECTRICAL COMPANY INC
TLS ELECTRICAL INC
1750 CORN RD
SMYRNA, GA 30080

Amount Paid: \$4045.00

PERIOD ENDING DECEMBER 31, 2019

PAID

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

See attached

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

See attached

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

See attached

Section 6- Form D: Disclosure Form and Questionnaire:

1.

Richard J. Rubio: President/Owner of Rubio and Son Interiors, Inc. (RSI) Richard Rubio owns 100% of the Corporation. Richard does all bids, arranges for all materials to be purchased/ordered for each specific job as per customer specifications. Richard also lines up all subcontractors for each job.

Nicholas J. Rubio: Vice President/Working Supervisor. Nick makes sure all work is done/performed by all subs to the specifications of our customers. In a timely, orderly and safe manner.

Victoria Rubio: Secretary. Victoria is responsible for estimates to our customers as well as billing. She also handles AR and AP, in a timely manner. Victoria also does most of the special orders for jobs that require specific items not readily available from our suppliers.

2.

In the past 5 years, Rubio and Son Interiors, Inc, has experienced continued growth. RSI has been in business for 23 years and has many of the same repeat customers in the duration of being in business. We have many state contracts that we are proud to be apart of in and around Atlanta.

3.

RSI has and currently has and does currently have a business relationship with Fulton County. We also have received revenues from the County. We hold a carpet contract and a Standby Construction contract.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

19ITB432768K-JAJ
Task Order Contract for Minor Construction Projects**Section 6**
Purchasing Forms & Instructions

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 22 day of July, 2019

Bubio and Son Interiors, Inc. 7/22/2019
(Legal Name of Proponent) (Date)

Munio 7/22/2019
(Signature of Authorized Representative) (Date)

Secretary
(Title)

Sworn to and subscribed before me,

This 22 day of July, 2019

Nichole A Martin
(Notary Public)

(Seal)

Commission Expires 9/3/2020
(Date)

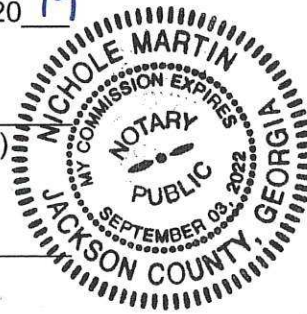


EXHIBIT I
OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Victoria Rubio),
Name

Secretary Title Rubio and Son Interiors, Inc. Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Victoria Rubio TITLE: Secretary

SIGNATURE: M. Rubio

ADDRESS: 3207 Garden Valley Court
Dacula Georgia 30019

PHONE NUMBER: 678-656-2309 EMAIL: contract+rubio@bellsouth.net

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Rubio and Son Interiors Inc.

ITB/RFP Name & Number: 291TB432768K-JAT/To Contract for Minor Construction projects

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** ☒, is ☐ a minority ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); **If yes, please attach copy of recent certification. (Check the appropriate box/es)

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

\$ _____ or 60 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: Red Oak Construction
 ADDRESS: 6665 Trestle Road
Locust Grove, GA 30248
 EMAIL ADDRESS: msparkes@bellsouth.net PHONE: 404-430-4482
 CONTACT PERSON: Mark Sparkes
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: Ace Pro Finish Painting
 ADDRESS: 1307 Bridge Water Circle
Hosenton GA 30548
 EMAIL ADDRESS: adobrin7@yahoo.com PHONE: 770-294-7952
 CONTACT PERSON: on Dobrin
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: TLS Electrical
 ADDRESS: 1750 Corn Road
Smymna GA 30080
 EMAIL ADDRESS: jdavidbenison@tselectric.com PHONE: 770-319-6080
 CONTACT PERSON: David Benson
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: Sherman Hall Construction
 ADDRESS: 1300 Conington Bridge Rd SE
Fairburn GA 30139
 EMAIL ADDRESS: Sherman.hall@att.net PHONE: 770-548-6686
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

40%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:

Muzie

Title:

Secretary

Business or Corporate Name:

Rubio and Son Interiors Inc.

Address:

3207 Garden Valley Ct.

Dacula GA 30019

Telephone:

(678) 926-3339

Fax Number: ()

N/A

Email Address:

Contractrubio@bellsouth.net

Rubio and Son Interiors, Inc.

3207 Garden Valley Court

Dacula, GA 30019

(678) 926-3339

EBO PLAN:

19ITB432768K-JAJ

Task Order Contract for Minor Construction Projects

Rubio and Son Interiors, Inc. will provide employees and other staff with appropriate resources and assistance to find M/FBE's, including the County's M/FBE database and other available resources to identify qualified M/FBE's for participation in this solicitation.

We will facilitate communication within the community and vendors regarding this plan and related issues associated, including, by way of example, through the use of emails and/or presentations.

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: laddconstructionllc@gmail.com

Date: Tuesday, July 23, 2019, 11:51 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: mhawkconstruction@yahoo.com

Date: Tuesday, July 23, 2019, 11:50 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: ebcsupport@earthboundconstructionllc.com

Date: Tuesday, July 23, 2019, 11:48 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: anelson@dbabsinc.com

Date: Tuesday, July 23, 2019, 11:47 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: KAY@CHARTERCS.COM

Date: Tuesday, July 23, 2019, 11:46 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: admin@theconstructioncontractors.com

Date: Tuesday, July 23, 2019, 11:44 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County - Task Order Contract for Minor Construction Projects:

From: richard rubio (contractrubio@bellsouth.net)

To: bpowell@alln1security.com

Date: Tuesday, July 23, 2019, 11:43 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: oandlconstruction@bellsouth.net

Date: Tuesday, July 23, 2019, 11:53 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: psingh@soco-contracting.com

Date: Tuesday, July 23, 2019, 11:54 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

Fulton County Bid:

From: richard rubio (contractrubio@bellsouth.net)

To: info@harwengroup.com

Date: Tuesday, July 23, 2019, 11:56 AM EDT

Good morning,

My name is Victoria Rubio, secretary of Rubio and Son Interiors, Inc, a General Contractor in Atlanta.

We are submitting a bid package for Fulton County - 19ITB432768K-JAJ. It is our goal to utilize small, minority, female owners and/or historically underutilized firms on this project.

Would you be interested in participating as a subcontractor if we were awarded this project?

I appreciate your time and look forward to hearing back from you.

Sincerely,

Victoria Rubio
Rubio and Son Interiors, Inc.
(678) 656-2309

EXHIBIT J

INSURANCE AND RISK MANAGEMENT PROVISIONS

Task Order- Minor Construction Projects 06-25-19 JJ

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:

Rubio and Son Interiors

SIGNATURE:

Murzio

NAME:

Victoria Rubio

TITLE:

Secretary

DATE:

July 22, 2019



RUBI&SO-01

DVANN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 72125 Ash/Welborn Insurance 103 Midway Drive, Suite A Cornelia, GA 30531	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (706) 510-0221</td> <td>FAX (A/C, No): (706) 778-3322</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Home-Owners Insurance co</td> <td></td> </tr> <tr> <td>INSURER B : Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER C : Auto-Owners</td> <td>18988</td> </tr> <tr> <td>INSURER D : Amerisafe Companies</td> <td>31895</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext): (706) 510-0221	FAX (A/C, No): (706) 778-3322	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Home-Owners Insurance co		INSURER B : Owners Insurance Company	32700	INSURER C : Auto-Owners	18988	INSURER D : Amerisafe Companies	31895	INSURER E :		INSURER F :	
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INSURER F :																					
INSURED Rubio & Son Interiors, Inc. 3207 Garden Valley Court Dacula, GA 30019																					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																			
A	☒ COMMERCIAL GENERAL LIABILITY <table border="0" style="width: 100%;"> <tr> <td>☐ CLAIMS-MADE</td> <td>☒ OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <table border="0" style="width: 100%;"> <tr> <td>☐ POLICY</td> <td>☐ PROJECT</td> <td>☐ LOC</td> </tr> </table> OTHER:	☐ CLAIMS-MADE	☒ OCCUR	☐ POLICY	☐ PROJECT	☐ LOC	☒	☒	80021110	5/22/2019	5/22/2020	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y ☐ N/A		☒	AVWCGA2600722017	5/22/2019	5/22/2020	<table border="0" style="width: 100%;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000							
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County Government and its subsidiaries affiliated companies, directors, officers' employees and agents are named as additional insureds in regards to General Liability, Auto Liability and Excess/Umbrella Liability as required by written contract for both ongoing and completed operations. Coverage is primary and noncontributory. Umbrella follows form. A waiver of subrogation applies to these policies.

Project: 19ITB432768K-JAJ Task Order for Minor Construction Projects for Department of Real Estate and Asset Management of Fulton County.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 Attn: Purchasing Department
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature



Fulton County Board of Commissioners

Agenda Item Summary

BOC Meeting Date
2/5/2020

Requesting Agency

Real Estate and Asset Management

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, Bid#19ITB432768K-JAJ, Task Order Contract for Minor Construction Projects in the total amount of \$6,000,000 with (A) Brown & Root Industries Services, LLC (Atlanta, GA) in the amount of \$1,000,000; (B) Astra Construction Services, LLC (Woodstock, GA) in the amount of \$1,000,000; (C) CRM Construction Services, LLC (Austell, GA) in the amount of \$1,000,000; (D) Hawk Construction Company, LLC (Ellenwood, GA) in the amount of \$1,000,000; (E) Prime Contractors, Inc. (Powder Springs, GA) in the amount of \$1,000,000; and (F) Rubio and Sons (Dacula, GA), in the amount of \$1,000,000, to provide standby repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property projects based on an "as needed" basis. Effective dates: January 1, 2020 through December 31, 2020, with three one-year renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

Is this a purchasing item?

Yes

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: The standby "Task Order Contract for Minor Construction Projects" allows the County to complete small construction projects in a timely basis for small construction projects. The scope of work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract. The general contractors are to furnish all management, design, labor, materials, tools, equipment, architectural and engineering support, and appurtenances necessary needed to perform the work authorized by work orders issued will be included in this contract.

FY2020 Construction Projects Forecast:

	Project Description	Estimated Cost	Status
1	South Service Center Phase II	\$850,000.00	Construction in Phases

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	
Felicia Strong-Whitaker, Director	(404) 612-5800	

Revised 03/12/09 (Previous versions are obsolete)

Continued

	Renovation and Work Force Development		
2	Clerk of Superior and Magistrate Courts Record Room and Interior Renovations	\$1,500,000.00	Construction in Phases
3	QLS Senior Neighborhood Center Interior Renovation	\$300,000.00	
4	Palmetto Neighborhood Senior Center Interior Renovation	\$250,000.00	
5	South Training Center	\$150,000.00	
6	External Affairs (FGTV) Conference Room Renovation	\$150,000.00	
7	District Attorney SAKI Unit	\$200,000.00	
8	District Attorney Crime Prevention Center	\$500,000.00	
9	Senior Surge – Phase II	\$1,500,000.00	
10	Animal Shelter Overflow Center	\$450,000.00	
11	College Park Regional Health Center – Interior Renovation	\$150,000.00	
12	West End Performing Art Center	\$100,000.00	
13	Government Center Restack	\$1,000,000.00	
14	FULCO Monument Signs Replacement	\$250,000.00	
	Total	\$7,350,000.00	

Community Impact: The impact on the community is to provide repairs to facilities that have deteriorated due to deferred maintenance.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the lowest responsible bidders to provide standby repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property projects based upon on an “as needed” basis for Fulton County for fiscal year 2020. The projects are contingent upon the availability of capital funding.

The recommendation was based on the bidder’s price for overall adjustment factor to be applied against the R.S. Means building construction cost data unit pricing to determine the lowest responsive and responsible bidders. This factor is applied against the total cost, which includes overhead and profit.

The recommendation also was based on the bidder’s submittal of required professional certifications/licenses such as; Georgia general contractors license, statement of qualification and technical competence, experience & business operation, and the ability to provide affirmation letter from a bonding agent or a Surety Company verifying the ability to obtain a bond contingent upon their successful approval of contract agreement with the County.

The Department received and evaluated 21 responses to the solicitation. Brown & Root submitted the overall lowest responsible and responsive bid @ 0.7900, Astra the 2nd lowest @ .92, CRM 3rd lowest @ 0.9500, Hawk Construction 4th lowest @ .9525, Prime Contractors 5th lowest @ 0.9768 and Rubio & Sons submitted the 6th lowest @ 98.0802. firm cost average of 0.92.

Continued

After determining these factors, we recommend awarding contracts to Brown & Root, Astra Construction Services, LLC, CRM Construction Services, LLC, Hawk Construction Company, LLC, Prime Contractors, Inc. and Rubio and Sons Interior, Inc. for submitting the lowest responsible and responsive bids to provide standby task order contract for minor construction projects for Fulton County for FY2020. Four of the six recommended bidders; CRM Construction Services, Hawk Construction Company, Prime Contractors and Rubio and Sons have performed very good and highly competent as general contractors for Fulton County as stated in their performance reports.

Having multiple general contractors will provide the County with maximum flexibility and sufficient manpower resources in order to respond to the scope and complexity of the service needs.

These are time and materials contracts that require covering the cost for management, design, labor building materials, labor, architectural and engineering support.

History Expenditures:

- FY2019: The County spent as of 11/25/2019, \$2,889,721.60
- FY2018: The County spent \$2,533,637.96
- FY2017: The County spent \$934,235.83 (5 months- captured from 8/22/17 through 12/31/17)

Project Implications: The intent of this standby task order contract for minor construction projects service is to provide for these general construction companies the services for upcoming construction related projects as a part of our pending bond funding for related projects for the County on an “as needed” basis. This contract will allow the Department to complete small construction projects in a timely basis.

Community Issues/Concerns: The Department is not aware of any community issues/concerns at this time.

Department Issues/Concerns: If these contracts are not approved, the County does not have the capacity or expertise to perform this service in-house.

History of BOC Agenda Item: No, this is a new procurement.

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
--	--

Total Contract Value: \$6,000,000.00

(A)

Contract Value: \$1,000,000.00
Prime Vendor: Brown & Root Industries Services, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,000,000.00 or 100.00%

Subcontractor: RB Communications

Continued

Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Decatur, GA
County: Dekalb County
Contract Value: TBD

Subcontractor: Armada Construction
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Lithonia, GA
County: Dekalb County
Contract Value: TBD

Subcontractor: Camacho Associates
Subcontractor Status: Hispanic Male Business Enterprise-Non-Certified
Location: Decatur, GA
County: Dekalb County
Contract Value: TBD

Subcontractor: Heard Construction Services
Subcontractor Status: White Female Business Enterprise-Non-Certified
Location: Lawrenceville, GA
County: Gwinnett County
Contract Value: TBD

Subcontractor: Summers Roofing
Subcontractor Status: White Female Business Enterprise-Non-Certified
Location: Alpharetta, GA
County: Fulton County
Contract Value: TBD

Total Contract Value: \$1,000,000.00 or 100.00%
Total M/FBE Value: TBD

(B)
Contract Value: \$1,000,000.00
Prime Vendor: Astra Construction Services, LLC
Prime Status: Non-Minority
Location: Woodstock, GA
County: Cherokee County
Prime Value: \$1,000,000.00 or 100.00%

Subcontractor: D & D Electric Company, Inc.
Subcontractor Status: White Female Business Enterprise-Non-Certified
Location: Fayette, GA
County: Fayette County
Contract Value: TBD

Subcontractor: Gambrell-Brewster Logistix, Inc.
Subcontractor Status: African American Male Business Enterprise-Certified
Location: Tucker, GA

Continued

County: Dekalb County
Contract Value: TBD

Subcontractor: Synergy Development Partners
Subcontractor Status: White Female Business Enterprise-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: TBD

Subcontractor: Contessa Construction Services, LLC
Subcontractor Status: White Female Business Enterprise-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: TBD

Subcontractor: Doc Holiday Electrical, LLC
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: TBD

Subcontractor: D&R Construction & Contracting
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Stone Mountain, GA
County: Dekalb County
Contract Value: TBD

Subcontractor: Nunergy Atlanta Electrical, LLC
Subcontractor Status: African American Female Business Enterprise-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: TBD

Subcontractor: G.S.E Facility Services, LLC
Subcontractor Status: African American Male Business Enterprise-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: TBD

Subcontractor: The Plumbing Shop
Subcontractor Status: African American Male Business Enterprise-Certified
Location: Austell, GA
County: Cobb County
Contract Value: TBD

Subcontractor: Randolph & Company, Inc.
Subcontractor Status: African American Male Business Enterprise-Certified
Location: Atlanta, GA

Continued

County: Fulton County
Contract Value: TBD

Subcontractor: Legwork Plumbing Solutions, Inc.
Subcontractor Status: African American Female Business Enterprise-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: TBD

Subcontractor: Knights Contractors
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: College Park, GA
County: Fulton County
Contract Value: TBD

Subcontractor: Prosperity Point Property Management
Subcontractor Status: African American Female Business Enterprise-Non-Certified
Location: Atlanta, GA
County: Fulton County
Contract Value: TBD

Total Contract Value: \$1,000,000.00 or 100.00%
Total M/FBE Value: TBD

(C)
Contract Value: \$1,000,000.00
Prime Vendor: Hawk Construction Company, LLC
Prime Status: African American Male Business Enterprise-Certified
Location: Ellenwood, GA
County: Clayton County
Prime Value: \$1,000,000.00 or 100.00%

Total Contract Value: \$1,000,000.00 or 100.00%
Total M/FBE Value: \$ -0-

(D.)
Contract Value: \$1,000,000.00
Prime Vendor: Prime Contractors, Inc.
Prime Status: Non-Minority
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$1,000,000.00 or 100.00%

Total Contract Value: \$1,000,000.00 or 100.00%
Total M/FBE Value: \$ -0-

(E.)
Contract Value: \$1,000,000.00

Continued

Prime Vendor: Rubio and Sons
Prime Status: Non-Minority
Location: Dacula, GA
County: Gwinnett County
Prime Value: \$1,000,000.00 or 100.00%

Subcontractor: Red Oak Construction
Subcontractor Status: Non-Minority
Location: Locust Grove, GA
County: Henry County
Contract Value: TBD

Subcontractor: Ace Pro Finish Painting
Subcontractor Status: Non-Minority
Location: Hoschton, GA
County: Jackson County
Contract Value: TBD

Subcontractor: TLS Electrical
Subcontractor Status: Non-Minority
Location: Smyrna, GA
County: Cobb County
Contract Value: TBD

Subcontractor: Sherman Hall Construction
Subcontractor Status: Non-Minority
Location: Fairmount, GA
County: Gordon County
Contract Value: TBD

Total Contract Value: \$1,000,000.00 or 100.00%
Total M/FBE Value: \$ -0-

Grand Contract Value: \$6,000,000.00 or 100.00%
Grand M/FBE Value: \$1,000,000.00 or 16.66% - Subs TBD

20-0109

Continued

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:	175	50		225
No. Bids Received:	13	8		21
Total Contract Value	\$6,000,000.00 or 100.00%			
Total M/FBE Values	\$1,000,000.00 or 16.66% - Subs TBD			
Total Prime Value	\$6,000,000.00 or 100.00%			
Fiscal Impact / Funding Source	(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)			
500-520-5200-F001: Capital, Real Estate and Asset Management, Elevator Modern- \$460,000 500-520-5200-F051: Capital, Real Estate and Asset Management, DA Govt. CTR- \$240,000 500-520-5200-M003: Capital, Real Estate and Asset Management, Fire/Life Safety- \$300,000 533-520-5200-K004: FCURA-2019, Real Estate and Asset Management, Exterior Courthouse- \$2,000,000 533-520-5200-K008: FCURA-2019, Real Estate and Asset Management, MEP Improve Justice Ctr.- \$3,000,000				
Exhibits Attached	(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)			
Exhibit 1: Bid Tabulation Sheet Exhibit 2: Contractor's Performance Reports Exhibit 3: Department Recommendation Memo				
Source of Additional Information	(Type Name, Title, Agency and Phone)			
Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3773				

Continued

Procurement**Contract Attached:**
No**Previous Contracts:**
Yes**Solicitation Number:**
#19ITB432768K-JAJ**Submitting Agency:**
Department of Real
Estate and Asset
Management**Staff Contact:**
Harry Jordan**Contact Phone:**
(404) 612-5933**Description:** Approval of the lowest bidders to provide standby task order contract for minor construction projects for Fulton County for FY2020.**FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount:	0.00
Previous Adjustments:	0.00
This Request:	\$6,000,000.00
TOTAL:	\$6,000,000.00

MBE/FBE Participation:

Amount: .	%: .
Amount: .	%: .
Amount: .	1,000,000.00 or 16.66% - Subs TBD
: .	
Amount: .	%: .

Grant Information Summary:

Amount Requested: .	☐	Cash
Match Required: .	☐	In-Kind
Start Date: .	☐	Approval to Award
End Date: .	☐	Apply & Accept
Match Account \$: .		

Funding Line 1:
500-520-5200-
F001:
\$460,000.00**Funding Line 2:**
500-520-5200-
F051:
\$240,000.00.**Funding Line 3:**
500-520-5200-
M003:
\$300,000.00**Funding Line 4:**
533-520-5200-
K004:
\$2,000,000.00**Funding Line 5:**
533-520-5200-
K008:
\$3,000,000.00**KEY CONTRACT TERMS****Start Date:**
1/1/2020**End Date:**
12/31/2020**Cost Adjustment:**
.**Renewal/Extension Terms:**
Three-one-year renewal options.**ROUTING & APPROVALS**

(Do not edit below this line)

.	Originating Department:	.	Date: .
.	County Attorney:	.	Date: .
X	Purchasing/Contract Compliance:	Strong-Whitaker, Felicia	Date: 1/29/2020
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
.	County Manager:	.	Date: .

Packet Page -327-

BID TABULATION SHEET										
BID NUMBER: #19ITB432768K-JAJ		OPENING DATE: 8/12/2019		PAGE NUMBER: 1 of 3						
BID DESCRIPTION:										
TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS										
REQUESTING DEPARTMENT:										
Department of Real Estate and Asset Management										
	VENDOR CODE		VENDOR CODE		VENDOR CODE		VENDOR CODE		VENDOR CODE	
	VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME	
	Brown & Root Industrial Services, LLC		Osprey Management, LLC		Rubio and Son Interiors, Inc.		CRM Construction Services, LLC		Craft-Tech Builders and Developers	
	ADDRESS		ADDRESS		ADDRESS		ADDRESS		ADDRESS	
	1631 LaFrance St, NE Facilities Annex Atlanta, GA 30307		1640 Powers Ferry Road, Bid 26, Ste 200 Marietta, GA 30067		3207 Garden Valley Court, Dacula, GA 30019		3961 Floyd Rd, Suite 300336 Austell, GA 30336		2189 Cascade Road SW Atlanta, GA 30311	
	TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE	
	(703) 628-5491		(470) 216-2811		(770) 294-7424		(678) 540-8606		(404) 246-4558	
	CONTACT:		CONTACT:		CONTACT:		CONTACT:		CONTACT:	
	Rick Farrag		Kelvin King		Mark Sparks		Anquison Collins		Michael Gist	
	Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building	
Zero Point Seven Nine Zero Zero		Zero Point Nine Nine Percent		Ninety Eight, Zero Eight Zero Two		Ninety-Five Percent		One Point Zero Four Zero Zero		
								Zero Point Nine Seven Six Eight		
								Zero Point Ninety Five Two Five		
								One Point Zero Zero Zero		
								One Plus 0.186 Thousandsths		
GRAND		0.7900		0.99		98.0802		0.9500		
BIDS MAILED:								1.0400		
BIDS RECEIVED:		21		NO-BIDS:				0.9768		
				CONTACT:		James Jones		0.9525		
						DATE COMPLETED:		1.000		
								1.186		

NON-RESPONSIVE VENDORS AND OTHER INFORMATION

BID TABULATION SHEET												
BID NUMBER: #19ITB432768K-JAJ			OPENING DATE: 8/12/2019		PAGE NUMBER: 2 of 3							
BID DESCRIPTION:			TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS									
REQUESTING DEPARTMENT:			Department of Real Estate and Asset Management									
	VENDOR CODE		VENDOR CODE		VENDOR CODE		VENDOR CODE		VENDOR CODE		VENDOR CODE	
	VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME	
	Lefko Development, Inc.		Brad Construction Company II		Ujamaa Construction SE, LLC		RFB Contractors, LLC		Jewel of the South, Inc.		Maxair, Inc.	
	ADDRESS		ADDRESS		ADDRESS		ADDRESS		ADDRESS		ADDRESS	
	105 Mansell Circle Roswell, GA 30075		500 W. Lanier Ave, Ste 801 Fayetteville, GA 30214		6711 Personal Place Morrow, GA 30260		260 Peachtree Street NW, Suite 1903 Atlanta, GA 30303		1540 Highway 138 SE, Ste 4B Conyers, GA 30013		814 Livingston Court Marietta, GA 30067	
	TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE	
	(404) 846-6372		(770) 469-7271		(470) 346-2491		(678) 515-3434		(770) 679-5481		(770) 956-1200	
	CONTACT:		CONTACT:		CONTACT:		CONTACT:		CONTACT:		CONTACT:	
	Tomas Lefkovits		Jamuel Hanif		Todd Pressley		Rod Martin		Valissa Shannon		Justin Gray	
	Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building		Overall Adjustment Factor Applied Against RS Means Building	
One Point Four Two Zero		One Point One Zero Zero		One Point Two Five Four Six		One and Thirty Eight Hundreths Percentalle		One Point One Five Zero		TBD		
										Zero Point Nine Eight Three		
										One Point Zero Five Zero		
										Zero Point Nine Two		
GRAND		1.420		1.100		1.2546		1.380%		1.150		
BIDS MAILED:										TBD		
										0.983		
										1.050		
										0.92		
BIDS REC'D: 21		NO BIDS:		CONTACT:		James Jones		DATE COMPLETED:				

BID TABULATION SHEET									
BID NUMBER: #19ITB432768K-JAJ		OPENING DATE: 8/12/2019		PAGE NUMBER: 3 of 3					
BID DESCRIPTION:		TASK ORDER CONTRACT FOR MINOR CONSTRUCTION PROJECTS							
REQUESTING DEPARTMENT:		Department of Real Estate and Asset Management							
	VENDOR CODE	VENDOR CODE	VENDOR CODE	VENDOR CODE	VENDOR CODE	VENDOR CODE	VENDOR CODE	VENDOR CODE	NON-RESPONSIVE VENDORS AND OTHER INFORMATION
	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME	
	Corporate Vision, Inc.	Atlanta Tile & Masonry	Unique Endeavors						
	ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS	
	8318 Durelee Ln, Ste 205 Douglasville, GA 30134								
	TELEPHONE	TELEPHONE	TELEPHONE	TELEPHONE	TELEPHONE	TELEPHONE	TELEPHONE	TELEPHONE	
	(770) 675-6794								
	CONTACT:	CONTACT:	CONTACT:	CONTACT:	CONTACT:	CONTACT:	CONTACT:	CONTACT:	
	Horace W. Roberts, Jr.								
	Overall Adjustment Factor Applied Against RS Means Building	Overall Adjustment Factor Applied Against RS Means Building	Overall Adjustment Factor Applied Against RS Means Building	Overall Adjustment Factor Applied Against RS Means Building	Overall Adjustment Factor Applied Against RS Means Building	Overall Adjustment Factor Applied Against RS Means Building	Overall Adjustment Factor Applied Against RS Means Building	Overall Adjustment Factor Applied Against RS Means Building	
TBD	NON-RESPONSIBLE	NON-RESPONSIBLE							
GRAND	NON-RESPONSIBLE	NON-RESPONSIBLE	NON-RESPONSIBLE						

20-0109

BIDS MAILED:							
BIDS RECEIVED:	21	NO. BIDS:		CONTACT:	James Jones	DATE COMPLETED:	

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/2/2019	6/30/2019	1/1/2019	6/30/2019
PO Number			PO Date
012519			1/25/2019
Department	Real Estate and Asset Management		
Bid Number	17ITB107780C-GS		
Service Commodity	Standby Emergency Repair and Restoration Services		
Contractor	CRM Services, LLC		

= Unsatisfactory

Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.

= Poor

Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

= Satisfactory

Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

= Good

Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.

= Excellent

Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

☐ 0

Comments:

☐ 1

CRM has adhered to the established work plan and met 95% of contractually specified technical requirements during the service period. All inquiries and responses for information has been timely and explained in detail providing opportunity for Fulton County to make adjustments and agree upon changes as needed without compromising work plan.

☐ 2☐ 3☒ 4

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

☐ 0

Comments:

☐ 1

During this review period, CRM has met contractually specified milestones and proved to have a high degree of reliability. Most work request are completed ahead of scheduled than specified in the contract or original proposal. Occasionally work has been delayed due to material delivery, however CRM has worked tirelessly to and collaborated with its suppliers to steer project back on scheduled to complete project on time.

☐ 2☒ 3☐ 4

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

☐ 0

Comments:

☐ 1

20-0109

...he point that many of our external customers are requesting them by name to perform or complete. Because of CRM expertise DREAM has been able to call upon them to assist with projects when the primary vendor could not carry thru their promise. At the Animal Service Project where CRM had to be called upon because subcontractor could not perform task needed.

Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

Comments:

During this review period, CRM has successfully delivered the full scope of contractually obligated services. For the most part, end users have been impressed with the quantity and quality of work performed. CRM continues to strive to professional standards in all they do for Fulton County and does it with a smile.

Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

Comments:

CRM Senior Management and workers continuously demonstrate a high degree of professionalism during this review period. Project status is communicated timely and thoroughly and they are very reliable and responsive to our needs.

Overall Performance Rating:

3.6

Would you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

alfred.jones

Department Head Name

Department Head Signature

Date

JOSEPH N. DAVIS

Alfred Jones

8/29/2019

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/2018	6/30/2018	1/1/2018	12/31/2018
PO Number			PO Date
18MA111884C-GS			1/1/2018
Department	Real Estate and Asset Management		
Bid Number	17ITB107849C-GS		
Service Commodity	PROFESSIONAL SERVICES		
Contractor	Rubio and Sons Interiors		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
= Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
= Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.
= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

RUBIO and Sons complied with the expectation of technical excellence, knowledgeable in their profession and communication with DREAM and customers and District Attorney's Office Projects, Responsive and Highly efficient, key personnel are very professional.

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

Comments:

☐ 0

☐ 1

☐ 2

☒ 3

☐ 4

RUBIO and Sons has proven to be reliable and timely for appointments and meeting milestones with our projects.

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:

☐ 0

☐ 1

20-0109

- ☐ 3
☐ 4

. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

RUBIO and Sons has exceeded customer expectation on all projects.

. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Key personnel are professional courteous and preform with minimal supervision.

Overall Performance Rating:

3.6

Would you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

☒ Yes ☐ No

Rating completed by:

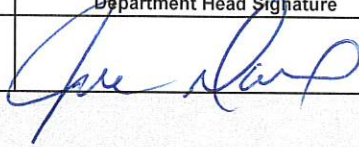
keith.johnson

Department Head Name

Department Head Signature

Date

JOSEPH N. DAVIS



7/31/2018

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/5/2018	9/28/2018	2/5/2018	6/15/2018
PO Number			PO Date
520SWCS20160216-013			1/31/2018
Department	Real Estate and Asset Management		
Bid Number	EZIQ Statewide Contract #GA02-1-072115-PCI		
Service Commodity	Renovation 1st and 2nd Floors Fulton County Customer Service Center (Former...		
Contractor	PRIME Contractors, Inc 3406 Florence Circle, Powder Springs, GA 30127		

0 = Unsatisfactory	<i>Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient; unacceptable delay, incompetence; high degree of customer dissatisfaction.</i>
1 = Poor	<i>Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.</i>
2 = Satisfactory	<i>Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.</i>
3 = Good	<i>Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.</i>
4 = Excellent	<i>Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.</i>

1. Project Development (-Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

Comments:

- ☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

The contractor was responsive to the contract requirements and provided well detailed scope of work

2. Design (-Were Milestones Met Per Contract – Reliability – Responsiveness to Direction/Change – On Time Completion – Liquidated Damages)

Comments:

- ☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

The contractor used their own Architect and Engineers consulting team- POND to execute the project. At times their management of the consultants created friction to the smooth execution of the project. Overall we were able to complete the project successfully, on time and on budget.

3. Award - Proposal Development (-Met Timeless/Due Dates - Reasonable/Cooperative - Flexible/Motivated - Prompt Problem Notification)

Comments:

20-0109

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

PRIME met the scheduled timelines and were cooperative during the proposal development negotiations.

4. Construction (-Mobilization Timely – Were Milestones Met – Met/Exceeded Specifications – Within Budget Performance – Proper Invoicing – Quality of Work – Responsive to Owner)

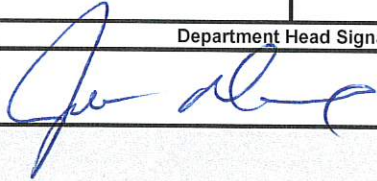
☐ 0
☐ 1
☒ 2
☐ 3
☐ 4

Comments:
We had initial problems during mobilization, as the contractor did not figure in the relocation of existing furniture in the work area in its proposal. However, we had to work through it using our in- house vendor. The rest of the construction work thereafter proceeded smoothly.

5. Closeout Action and Contractors Key Personnel (-Effective Management - Credentials/Experience - Ability to Accomplish Mission - Conduct)

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Comments:
PRIME staff were effective in the close out of the project. They submitted all required inspection report by the City of Roswell and the as- built drawings.

Overall Performance Rating: 2.8		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ☒ Yes ☐ No		Rating completed by: hiliary.ndulue
Department Head Name	Department Head Signature	Date
JOSEPH M. DAVIS		10/19/2018

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
9/14/2018	9/30/2018	9/21/2018	9/28/2018
PO Number			PO Date
52018SC115730C-KM			9/21/2018
Department	Real Estate and Asset Management		
Bid Number	18SC115730C-KM		
Service Commodity	Construction Services		
Contractor	Hawk Construction Company, LLC		

0 = Unsatisfactory	<i>Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.</i>
1 = Poor	<i>Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.</i>
2 = Satisfactory	<i>Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.</i>
3 = Good	<i>Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.</i>
4 = Excellent	<i>Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.</i>

1. Project Development (-Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

Comments:

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Hawk Construction performed very well in this rating category. On a short notice, Hawk representatives arrived to review the technical requirements of the project. All contractor staff were more than qualified to completed the requisite work.

2. Design (-Were Milestones Met Per Contract – Reliability – Responsiveness to Direction/Change – On Time Completion – Liquidated Damages)

Comments:

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

This project proved to be logistically challenging given the directive to cut out wall sections, reinforce steel studs with wooden 2X4's and leave open for inspection before mounting monitors. Hawk Construction was responsible for determining the best means of reinforcing the existing wall to suit heavy monitors being hung. Hawk's proposed reinforcement proved to be more than sufficient.

3. Award - Proposal Development (-Met Timeless/Due Dates - Reasonable/Cooperative - Flexible/Motivated - Prompt Problem Notification)

Comments:

20-0109

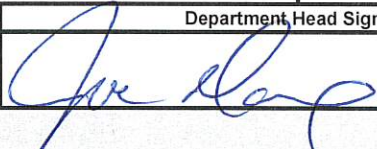
☐ 0 ☐ 1 ☐ 2 ☒ 3 ☐ 4	Hawk Construction was very reasonable and flexible, not only in their work scheduling but also in their pricing. All due dates were met.
--	--

4. Construction (-Mobilization Timely – Were Milestones Met – Met/Exceeded Specifications – Within Budget Performance – Proper Invoicing – Quality of Work – Responsive to Owner)

☐ 0 ☐ 1 ☐ 2 ☐ 3 ☒ 4	Comments: Hawk Construction performed all project tasks well within budget constraints and exceeded specifications for structural support. Their invoice was timely and in the requested format. Overall quality of work was outstanding and met all expectations.
--	---

5. Closeout Action and Contractors Key Personnel (-Effective Management - Credentials/Experience - Ability to Accomplish Mission - Conduct)

☐ 0 ☐ 1 ☐ 2 ☐ 3 ☒ 4	Comments: Project was effectively managed from beginning to closeout by Hawk Construction. Hawk exhibited a high degree of construction experience in the completion of the subject project. Proved themselves to be more than capable of handling any construction job - large or small.
--	--

Overall Performance Rating: 3.6		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ☒ Yes ☐ No		Rating completed by: joseph.davis
Department Head Name	Department Head Signature	Date
JOSEPH N. DAVIS		10/2/2018

**INTEROFFICE MEMORANDUM**

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM 

DATE: November 26, 2019

SUBJECT: Contractor's Performance Report – Brown & Root Industries Services, LLC

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Task Order Contract for Minor Construction Projects

PROJECT NO.: 19ITB432768K-JAJ

CONTRACTOR: Brown & Root Industries Services, LLC
1631 LaFrance St. NE
Facilities Annex
Atlanta, GA 30307

POC: Mr. Rick Farrag

PHONE: (703) 628-5491

EMAIL:

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/SB/haj

C: Sam Bakare, Construction Manager, DREAM



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM 

DATE: November 26, 2019

SUBJECT: Contractor's Performance Report – Astra Construction Services, LLC

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Task Order Contract for Minor Construction Projects

PROJECT NO.: 19ITB432768K-JAJ

CONTRACTOR: Astra Construction Services, LLC
300 Churchill Court
Woodstock, GA 30188

POC: Mr. Andrew R. Lindsay

PHONE: (770) 992-9300

EMAIL:

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/SB/haj

C: Sam Bakare, Construction Manager, DREAM



INTEROFFICE MEMORANDUM

Joseph N. Davis, Director
Department of Real Estate and Asset Management
Phone: (404) 612-3772
Fax: (404) 612-1002

TO: Felicia Strong-Whitaker, Director, Purchasing & Contract Compliance

FROM: Joseph N. Davis, Director 

DATE: January 15, 2020

SUBJECT: Award Recommendation – ITB #19ITB432768K-JAJ, Task Order Contract for Minor Construction Projects- FY2020

RECOMMENDATION: We are recommending approval of the lowest responsible bidders for Task Order Contract for Minor Construction Projects, in the total amount of \$6,000,000 with (A) Brown & Root Industries Services, LLC (Atlanta, GA) in the amount of \$1,000,000; (B) Astra Construction Services, LLC (Woodstock, GA) in the amount of \$1,000,000; (C) CRM Construction Services, LLC (Austell, GA) in the amount of \$1,000,000; (D) Hawk Construction Company, LLC (Ellenwood, GA) in the amount of \$1,000,000; (E) Prime Contractors, Inc. (Powder Springs, GA) in the amount of \$1,000,000; and (F) Rubio and Sons (Dacula, GA), in the amount of \$1,000,000, to provide standby repair, alteration, modernization, maintenance, rehabilitation, construction, etc... of buildings, structures, or other real property projects based upon "as needed" basis. Effective dates: January 1, 2020 through December 31, 2020, with two renewal options.

DISCUSSION: Twenty one (21) bid responses were received and evaluated. The recommendation was based on the bidder's price for overall adjustment factor to be applied against the R.S. Means building construction cost data unit pricing to determine the lowest responsive and responsible bidders. This factor is applied against the total cost, which includes overhead and profit.

The recommendation also was based on the bidder's submittal of required professional certifications/licenses such as; Georgia general contractors license, statement of qualification and technical competence, experience & business operation, and the ability to provide affirmation letter from a bonding agent or a Surety Company verifying the ability to obtain a bond contingent upon their successful approval of contract agreement

Brown & Root submitted the overall lowest responsible and responsive bid, Astra the 2nd lowest @, CRM 3rd lowest, Hawk Construction 4th lowest, Prime Contractors 5th lowest and Rubio & Sons submitted the 6th lowest to provide task order contract for minor construction projects for Fulton County. The top six bidders have all submitted competitive R.S. Means cost factor with a range from 0.7900 to .9808, which is within typical fixed-firm cost average of 0.92.

	Recommended Bidder	Award Authority	R.S. Means Results
1	Brown & Root	\$1,000,000.00	Overall Lowest @ 0.7900
2	Astra Construction	\$1,000,000.00	2 nd Lowest @ .92
3	CRM Construction	\$1,000,000.00	3 rd Lowest @ 0.9500
4	Hawk Construction	\$1,000,000.00	4 th Lowest @ .9525
5	Prime Contractors	\$1,000,000.00	5 th Lowest @ 0.9768
6	Rubio & Sons	\$1,000,000.00	6 th Lowest @ .9808

After determining these factors, we recommend awarding contracts to Brown & Root, Astra Construction Services, LLC, CRM Construction Services, LLC, Hawk Construction Company, LLC, Prime Contractors, Inc. and Rubio and Sons Interior, Inc. for submitting the lowest responsible and responsive bids to provide standby task order contract for minor construction projects for Fulton County for FY2020. Four of the six recommended bidders; CRM Construction Services, Hawk Construction Company, Prime Contractors and Rubio and Sons have performed very good and highly competent as general contractors for Fulton County as stated in their performance reports.

Having multiple general contractors will provide the County with maximum flexibility and sufficient manpower resources in order to respond to the scope and complexity of the service needs.

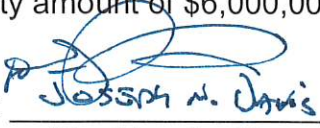
These are time and materials contracts that require covering the cost for management, design, labor building materials, labor, architectural and engineering support.

History Expenditures:

- FY2019: The County spent as of 11/25/2019, \$2,889,721.60
- FY2018: The County spent \$2,533,637.96
- FY2017: The County spent \$934,235.83 (5 months- captured from 8/22/17 through 12/31/17)

Subject to availability of funds adopted for FY2020 by BOC for accounts lines #500-520-5200-5200-F001=\$460,000, 500-520-5200-F051=\$240,000, 500-520-5200-M003.

\$300,000, 533-520-5200-K004= \$2,000,000 and 533-520-5200-K008= \$3,000,000 for a total spending authority amount of \$6,000,000.00.

Authorized Signature: 

(By Director/Deputy Director)

Date: 1/15/2020

If you require additional information, contact Harry Jordan at (404) 612-5933.

Attachments:

1. Bid Evaluation Form
2. Bid Tabulation Sheet- 19ITB312987K-JAJ

C: Tim Dimond, Deputy Director, DREAM
Sam Bakare, Construction Manager, DREAM
Harry Jordan, Contract Management Administrator, Purchasing/DREAM
James Jones, APA, K Team, Purchasing & Contract Compliance
Florene Thornton, Financial Administrator, DREAM

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A CONTRACT WITH RUBIO AND SON INTERIORS, INC.,
FOR CONSTRUCTION OF THE BACK-UP 911 CENTER PROJECT AND AUTHORIZATION
FOR THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs and

WHEREAS, the Facilities Department, in response to the guidance provided by the City Manager, has received a bid from Rubio and Son Interiors, Inc., for the construction of the Back-up 911 Center Project, located at 1 Galambos Way, Sandy Springs, Fulton County, Georgia, and

WHEREAS, upon adoption of this Resolution City of Sandy Springs Facilities Department staff will manage all applicable phases of the construction contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That the City Manager execute a contract in the amount of \$198,334.43 with the selected contractor, Rubio and Son Interiors, Inc., for the construction of the Back-up 911 Center, located at 1 Galambos Way, Sandy Springs, Fulton County, Georgia.

RESOLVED this the 19th day of January, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzales, City Clerk
(Seal)

STATE OF GEORGIA
CITY OF SANDY SPRINGS

**A RESOLUTION REAPPOINTING AND APPOINTING MEMBERS TO THE
SANDY SPRINGS BOARD OF ETHICS**

BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia (“City”) while in regular session on January 19, 2021 at 6:00 p.m. as follows:

SECTION 1. That Gary Alexander, currently a member of the Board of Ethics, is hereby reappointed to the Board of Ethics for a second term of three years, commencing on January 19, 2021 and ending on November 1, 2023; and

SECTION 2. That Jeremy Becker, currently a member of the Board of Ethics, is hereby reappointed to the Board of Ethics for a second term of three years, commencing on January 19, 2021 and ending on November 1, 2023; and

SECTION 3. That Kim Gray, currently a member of the Board of Ethics, is hereby reappointed to the Board of Ethics for a second term of three years, commencing on January 19, 2021 and ending on November 1, 2023; and

SECTION 4. That Briana Harrison, currently an alternate on the Board of Ethics, is hereby reappointed to the Board of Ethics for a first term of three years, commencing on January 19, 2021 and ending on November 1, 2023; and

SECTION 5. That members and alternates of the Board of Ethics shall be eligible for reappointment upon nomination by the Mayor and confirmation by the City Council and shall not serve for more than two (2) consecutive terms when serving as a member, or two (2) consecutive terms when serving as an alternate; and

SECTION 6. That this Resolution shall become effective upon its adoption.

RESOLVED this the 19th day of January, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS™
GEORGIA

**FINANCIAL HIGHLIGHTS FY 2021
NOVEMBER 30, 2020**

UNAUDITED



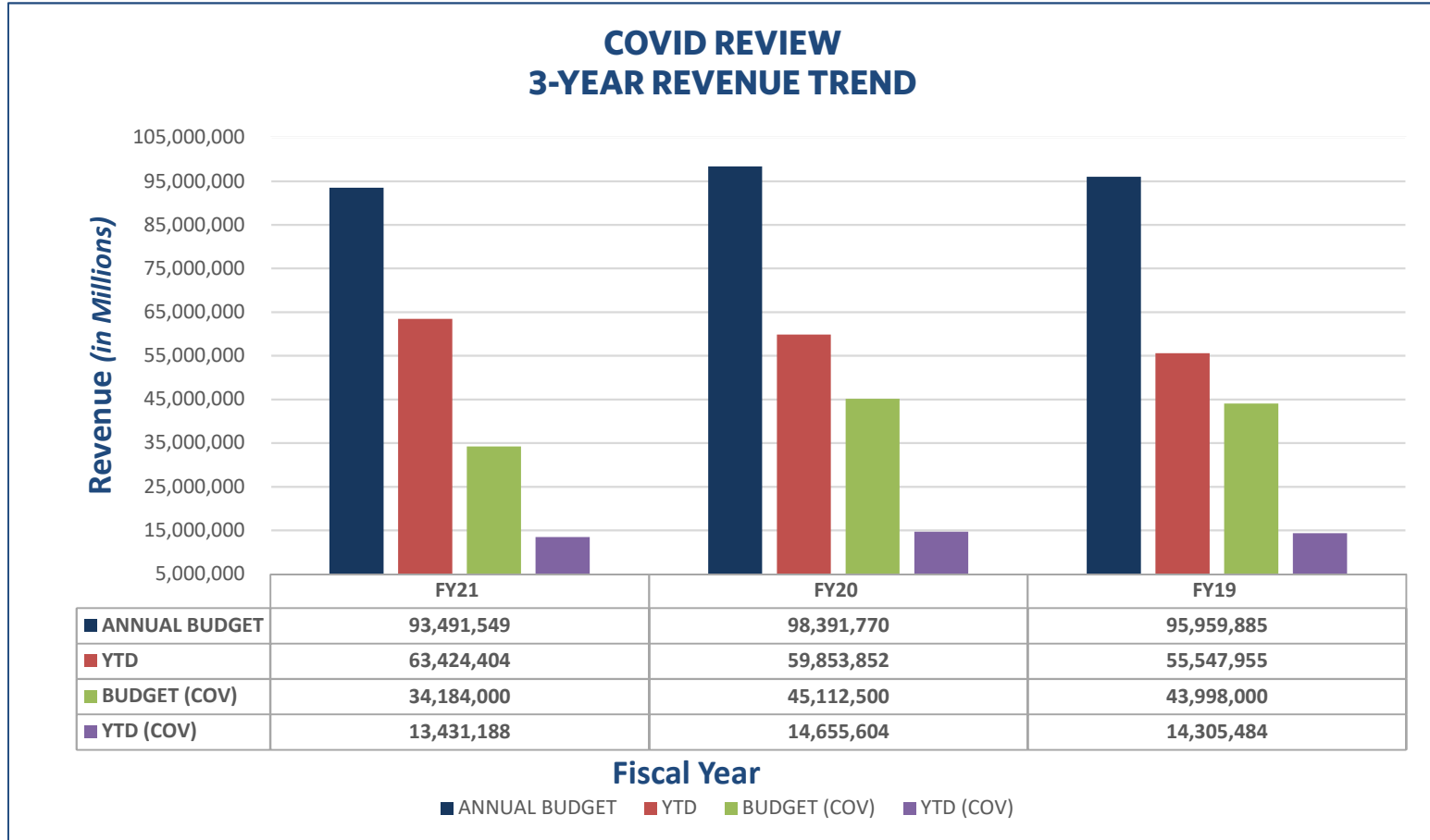
**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 05, NOVEMBER FY 2021**

GL ACCOUNT		DESCRIPTION	BUDGET FY2021	YTD FY 2021	BUDGET FY2020	YTD FY 2020	BUDGET FY2019	YTD FY 2019
Revenues								
10020	351170	MUNICIPAL COURT	1,900,000	986,420	2,500,000	1,051,161	2,500,000	1,039,362
10050	347500	RECREATION PRG FEES-GYMNASTICS	63,000	4,240	420,000	11,549	495,000	190,945
10050	347501	RECREATION PRG FEES-ATHL LEIS	120,400	3,842	172,000	24,445	125,000	44,287
10050	347900	SSTC CONTRACT	84,000	40,000	120,000	50,000	60,000	50,000
10050	347910	FACILITY RENTALS	75,600	40,015	108,000	51,564	115,000	35,320
10090	311315	MOTOR VEHICLE TAVT FEE	1,000,000	1,221,452	1,000,000	648,682	1,000,000	328,085
10090	313100	LOCAL OPTION SALES TAX	20,000,000	8,736,958	25,000,000	9,381,992	24,500,000	9,009,028
10090	314200	ALCOHOLIC BEVERAGE EXCISE	824,000	411,232	625,000	359,903	1,000,000	371,734
10090	314300	EXCISE MIXED DRINK TAX	305,000	107,943	375,000	132,804	375,000	136,281
10090	316100	BUSINESS & OCCUPATION TAX	7,250,000	826,988	9,500,000	522,707	9,500,000	653,459
10090	321100	ALCOHOLIC BEVERAGE LIC	521,000	460,105	625,000	528,625	600,000	555,070
10090	361000	INTEREST REVENUE	250,000	60,127	1,000,000	592,917	225,000	535,865
10090	391275	TRANSFER IN FROM HOTEL MOTEL	1,731,000	501,362	3,562,500	1,264,149	3,393,000	1,321,489
10090	391280	TRANSFER IN FROM MVRET FUND	60,000	30,504	105,000	35,106	110,000	34,559
TOTAL REVENUES (COVID)			\$34,184,000	\$13,431,188	\$45,112,500	\$14,655,604	\$43,998,000	\$14,305,484
ANNUAL BUDGET			93,491,549	63,424,404 67.84%	98,391,770	59,853,852 60.83%	95,959,885	55,547,955 57.89%

COVID REVIEW - EMERGENCY MGMT EXPENDITURES

GL ACCOUNT		DESCRIPTION	MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
Expenditures						
1003810	521200	PROFESSIONAL SERVICES	10,610	46,054	30,000	153.51%
1003810	523900	CONTRACTUAL SERVICES	6,498	36,586	20,000	182.93%
1003810	531100	GENERAL SUPPLIES & MATLS	3,261	71,217	110,000	64.74%
1003810	542100	MACHINERY & EQUIPMENT	0	0	40,000	0.00%
TOTAL EXPENDITURES			\$20,369	\$153,857	\$200,000	76.93%

COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 05, NOVEMBER FY 2021



**NOTES TO THE FINANCIAL STATEMENTS
NOVEMBER 30, 2020**

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 67.84% compared to the Adopted Budget. We are at 41.67% of the year. Most revenues received in July are recognized in June. Revenues such as Electric Franchise and Ins Premium Tax occur once a year.
- ▶ General Fund Expenditures for the fiscal year approximate 38.72% compared to the Adopted Budget. We are at 41.67% of the year. Contractor payments are one month behind as they are paid the following month of services rendered.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$35,114,827	\$36,000,000	97.54%	
Motor Vehicle Tax	\$37,248	\$0	N/A	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$1,221,452	\$1,000,000	122.15%	
Local Option Sales Tax	\$8,736,958	\$20,000,000	43.68%	
Business Occupational Tax	\$826,988	\$7,250,000	11.41%	
Insurance Premium Tax	\$7,535,304	\$6,250,000	120.56%	Payment normally received October of each year
Building Permits	\$718,462	\$1,500,000	47.90%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$303,004	\$610,200	49.66%	Includes all departments and is semi-annual

**CASH AND INVESTMENTS
THROUGH PERIOD 05, NOVEMBER FY 2021**

UNAUDITED

SUNTRUST

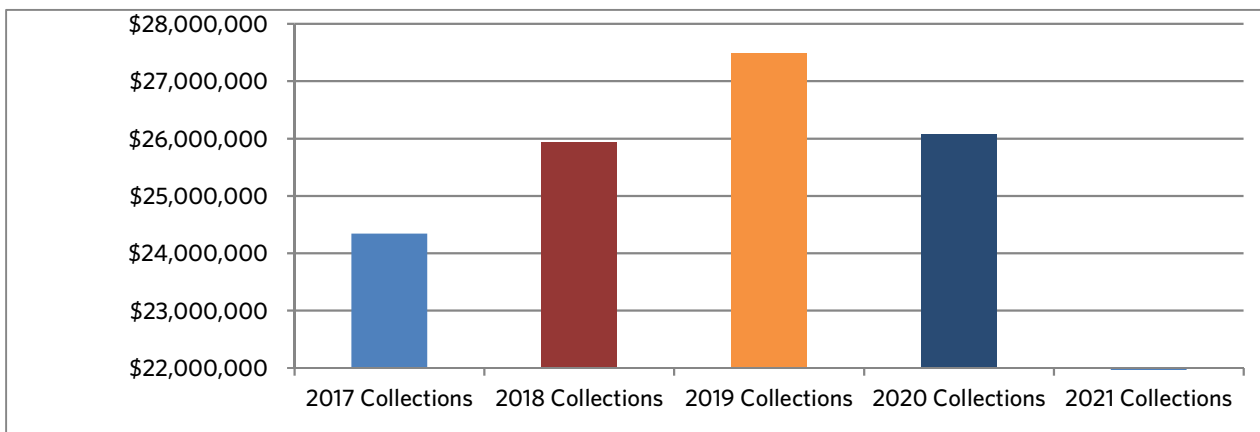
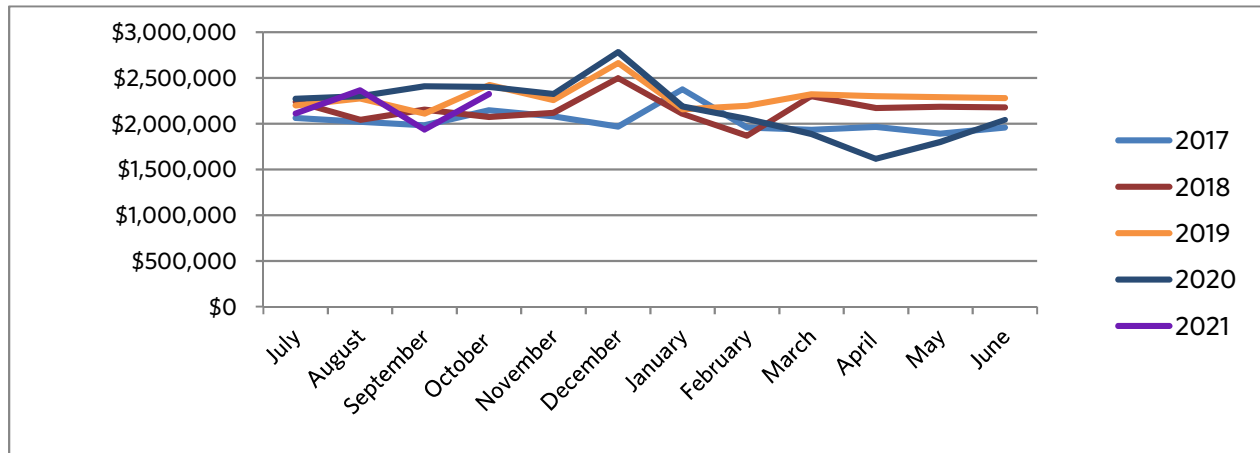
OPERATING ACCOUNT	\$45,339,340
COMMUNITY DEVELOPMENT ESCROW	\$4,639,457
POLICE - CUSTODIAL ESCROW	\$16,962
POLICE - FEDERAL FORFEITURE	\$77,594
POLICE - STATE SEIZED RESTRICTED	\$245,573
POLICE - STATE SEIZED UNRESTRICTED	\$333,757
POLICE - FEDERAL SEIZED TREASURY FUND	\$68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	\$58,405
HOTEL / MOTEL TAX ACCOUNT	\$61,416
COURT SERVICES	\$736,759
IMPACT FEE ACCOUNT	\$5,139,016
TREE FUND ACCOUNT	\$712,442
HOSPITALITY BOARD	\$958,342
TSPLOST FUND	\$41,532,392
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	\$333,308
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	\$1,519,112
PAC OPERATING & EVENTS ACCOUNT	\$2,882,673
TOTAL SUNTRUST	\$104,655,111

GEORGIA FUND ONE	\$65,812,785
FIRST HORIZON	1,250,000
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$67,063,027

TOTAL CASH AND CASH EQUIVALENTS **\$171,718,138**

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 05, NOVEMBER FY 2021**

	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
July	\$2,061,561	\$2,240,290	\$2,199,602	\$2,271,667	\$2,112,938	-6.99%
August	2,020,988	2,041,079	2,275,504	2,300,996	2,364,510	2.76%
September	1,983,997	2,154,073	2,109,943	2,407,613	1,934,144	-19.67%
October	2,146,133	2,074,045	2,423,979	2,401,716	2,325,366	-3.18%
November	2,078,863	2,117,845	2,259,523	2,326,390		
December	1,968,607	2,497,910	2,663,619	2,782,971		
January	2,375,651	2,106,942	2,155,711	2,188,945		
February	1,959,251	1,868,609	2,197,080	2,051,568		
March	1,933,241	2,301,871	2,321,849	1,886,719		
April	1,966,649	2,170,864	2,299,086	1,615,942		
May	1,890,507	2,186,481	2,290,253	1,800,673		
June	1,958,584	2,178,187	2,279,757	2,040,463		
	\$24,344,032	\$25,938,196	\$27,475,907	\$26,075,662	\$8,736,958	-66.49%



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	27,101,147	35,114,827	36,000,000	97.54 %
100-0000-90-311310	MOTOR VEHICLE	9,319	37,248	-	- %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	274,210	1,221,452	1,000,000	122.15 %
100-0000-90-311340	INTANGIBLES	115,673	341,571	425,000	80.37 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	47,208	104,872	200,000	52.44 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	-	5,800,000	- %
100-0000-90-311730	GAS FRANCHISE TAX	-	201,299	725,000	27.77 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	-	405,657	1,700,000	23.86 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	9,774	63,206	275,000	22.98 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	24,269	122,009	425,000	28.71 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,325,366	8,736,958	20,000,000	43.68 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	109,236	411,232	824,000	49.91 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	27,800	107,943	305,000	35.39 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	65,912	826,988	7,250,000	11.41 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	2,857	264,718	-	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	7,535,304	6,250,000	120.56 %
TOTAL TAXES		30,112,772	55,495,285	81,179,000	68.36 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	399,200	460,105	521,000	88.31 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	6,674	36,511	95,000	38.43 %
100-0000-60-322210	PLANNING/ZONING FEES	8,449	35,176	50,000	70.35 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	5,276	26,382	100,000	26.38 %
100-0000-60-323120	BUILDING PERMITS	224,318	718,462	1,500,000	47.90 %
100-0000-60-323130	PLUMBING PERMITS	-	2,495	10,000	24.95 %
100-0000-60-323140	ELECTRICAL PERMITS	1,370	6,650	10,000	66.50 %
100-0000-60-323160	HVAC PERMITS	3,155	17,453	30,000	58.18 %
100-0000-60-323920	BLDG REINSPECTION FEE	225	2,725	5,000	54.50 %
TOTAL LICENSES & PERMITS		648,667	1,305,958	2,321,000	56.27 %
100-0000-30-342900	FALSE ALARM FEES	4,267	31,251	100,000	31.25 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	58,800	141,120	41.67 %
100-0000-10-346900	SPECIAL EVENT FEES	-	2,642	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	4,240	4,240	63,000	6.73 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	-	3,842	120,400	3.19 %
100-0000-50-347900	SSTC CONTRACT	10,000	40,000	84,000	47.62 %
100-0000-50-347910	FACILITY RENTALS	2,455	40,165	75,600	53.13 %
TOTAL CHARGES & FEES		32,722	195,940	584,120	33.54 %
100-0000-20-351170	MUNICIPAL COURT	173,436	986,420	1,900,000	51.92 %
TOTAL FINES & FORFEITURES		173,436	986,420	1,900,000	51.92 %
100-0000-90-361000	INTEREST REVENUE	8,636	60,127	250,000	24.05 %
TOTAL INVESTMENT INCOME		8,636	60,127	250,000	24.05 %
100-0000-40-381000	RENTAL REVENUE	19,165	80,452	-	- %
100-0000-90-381100	ROYALTIES-GAS SOUTH	-	-	125,000	- %
100-0000-90-389000	DONATIONS	5,420	26,823	50,000	53.65 %
100-0000-90-389000	MISCELLANEOUS REVENUE	29,122	73,825	50,000	147.65 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	2,675	16,395	50,000	32.79 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	14,693	58,143	15,000	387.62 %
TOTAL MISCELLANEOUS		71,075	255,638	290,000	88.15 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391225	TRANSFER IN FROM IMPACT FEE	-	10,899	-	- %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	124,364	501,362	1,731,000	28.96 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	7,362	30,504	60,000	50.84 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	-	600,000	- %
100-0000-90-392100	SALE OF ASSETS	108	16,273	10,000	162.73 %
TOTAL OTHER FINANCING SOURCES		131,833	559,038	2,401,000	23.28 %
100-0000-40-331100	FEDERAL MATCHING GRANTS	-	-	4,566,429	- %
100-0000-40-331100 COV19	FEDERAL MATCHING GRANTS	4,566,429	4,566,429	-	- %
TOTAL OTHER REVENUES		4,566,429	4,566,429	4,566,429	100.00 %
TOTAL REVENUES		\$35,745,570	\$63,424,834	\$93,491,549	67.84 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	49,333	148,000	33.33 %
100-1310-10-512200	SOCIAL SECURITY	765	3,059	9,200	33.25 %
100-1310-10-512300	MEDICARE	179	715	2,200	32.51 %
100-1310-10-512600	UNEMPLOYMENT TAX	-	-	700	- %
100-1310-10-512700	WORKERS' COMPENSATION	-	103	300	34.39 %
Salaries & Benefits		13,277	53,211	160,400	33.17 %
100-1310-10-523200	COMMUNICATIONS	346	1,730	4,400	39.33 %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	-	12,094	38,000	31.83 %
100-1310-10-523700	EDUCATION/TRAINING	-	-	2,000	- %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	-	3,000	- %
100-1310-10-531300	HOSPITALITY	210	470	8,600	5.46 %
Operations & Capital		556	14,294	66,000	21.66 %
TOTAL CITY COUNCIL		13,833	67,505	226,400	29.82 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	53,383	274,599	698,880	39.29 %
100-1320-10-512101	HEALTH INSURANCE	4,688	27,724	51,300	54.04 %
100-1320-10-512102	DISABILITY INSURANCE	163	817	2,700	30.24 %
100-1320-10-512103	DENTAL INSURANCE	276	1,380	2,500	55.19 %
100-1320-10-512104	LIFE INSURANCE	346	1,699	5,400	31.47 %
100-1320-10-512200	SOCIAL SECURITY	1,272	11,968	43,368	27.60 %
100-1320-10-512300	MEDICARE	756	3,905	10,155	38.46 %
100-1320-10-512401	RETIREMENT 401A	4,136	21,018	99,790	21.06 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	5,364	27,041	33,829	79.93 %
100-1320-10-512600	UNEMPLOYMENT TAX	-	-	3,333	- %
100-1320-10-512700	WORKERS' COMPENSATION	-	446	1,373	32.51 %
Salaries & Benefits		70,383	370,596	952,628	38.90 %
100-1320-10-523200	COMMUNICATIONS	412	1,972	3,600	54.77 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	-	36	3,700	0.97 %
100-1320-10-523600	DUES & FEES	23	944	5,000	18.89 %
100-1320-10-523700	EDUCATION/TRAINING	99	449	4,495	9.99 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	750	914	3,500	26.11 %
100-1320-10-531300	HOSPITALITY	2,152	2,826	5,000	56.52 %
100-1320-10-531600	SMALL TOOLS & EQUIPMENT	-	-	2,500	- %
Operations & Capital		3,436	7,141	28,295	25.24 %
TOTAL CITY MANAGER		73,820	377,737	980,923	38.51 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	14,415	76,848	226,700	33.90 %
100-1330-10-512101	HEALTH INSURANCE	2,435	7,815	31,400	24.89 %
100-1330-10-512102	DISABILITY INSURANCE	65	211	1,400	15.10 %
100-1330-10-512103	DENTAL INSURANCE	115	356	1,700	20.95 %
100-1330-10-512104	LIFE INSURANCE	134	417	2,100	19.85 %
100-1330-10-512200	SOCIAL SECURITY	845	4,531	14,100	32.13 %
100-1330-10-512300	MEDICARE	198	1,060	3,300	32.11 %
100-1330-10-512401	RETIREMENT 401A	1,730	9,216	27,200	33.88 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	721	4,012	11,300	35.50 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	-	1,100	- %
100-1330-10-512700	WORKERS' COMPENSATION	-	309	500	61.70 %
Salaries & Benefits		20,656	104,774	320,800	32.66 %
100-1330-10-521300	TECHNICAL SERVICES	-	29,472	59,500	49.53 %
100-1330-10-522230	REP & MAINT-VEHICLES	-	-	2,500	- %
100-1330-10-523200	COMMUNICATIONS	121	491	1,500	32.71 %
100-1330-10-523300	ADVERTISING	-	-	1,000	- %
100-1330-10-523400	PRINTING & BINDING	-	-	10,000	- %
100-1330-10-523500	TRAVEL	-	-	3,000	- %
100-1330-10-523600	DUES & FEES	770	2,404	3,500	68.70 %
100-1330-10-523700	EDUCATION/TRAINING	490	1,265	2,000	63.25 %
100-1330-10-523900	CONTRACTUAL SERVICES	73	425	20,000	2.12 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	-	26	1,500	1.76 %
100-1330-10-531270	GASOLINE	-	-	500	- %
100-1330-10-531300	HOSPITALITY	-	106	500	21.30 %
100-1330-10-531600	SMALL TOOLS & EQUIPMENT	-	-	4,000	- %
Operations & Capital		1,455	34,189	109,500	31.22 %
TOTAL CITY CLERK		22,111	138,963	430,300	32.29 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	97,330	402,331	1,418,000	28.37 %
100-1500-10-512101	HEALTH INSURANCE	9,880	51,036	184,800	27.62 %
100-1500-10-512102	DISABILITY INSURANCE	293	1,514	5,400	28.03 %
100-1500-10-512103	DENTAL INSURANCE	448	2,326	10,100	23.03 %
100-1500-10-512104	LIFE INSURANCE	658	3,401	11,500	29.57 %
100-1500-10-512200	SOCIAL SECURITY	5,834	23,991	87,900	27.29 %
100-1500-10-512300	MEDICARE	1,364	5,611	20,600	27.24 %
100-1500-10-512401	RETIREMENT 401A	9,158	45,612	170,200	26.80 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	3,555	17,018	70,900	24.00 %
100-1500-10-512600	UNEMPLOYMENT TAX	3	4	7,100	0.06 %
100-1500-10-512700	WORKERS' COMPENSATION	-	3,260	2,800	116.42 %
Salaries & Benefits		128,524	556,103	1,989,300	27.95 %
100-1500-10-521200	PROFESSIONAL SERVICES	5,118	7,273	10,000	72.73 %
100-1500-10-521210	PROF SVCS-AUDIT	35,000	77,000	100,000	77.00 %
100-1500-10-521300	TECHNICAL SERVICES	-	60,362	160,000	37.73 %
100-1500-10-523200	COMMUNICATIONS	296	1,210	2,000	60.50 %
100-1500-10-523300	ADVERTISING	-	1,400	10,000	14.00 %
100-1500-10-523400	PRINTING & BINDING	-	478	2,000	23.89 %
100-1500-10-523500	TRAVEL	-	-	2,000	- %
100-1500-10-523600	DUES & FEES	165	325	5,000	6.50 %
100-1500-10-523700	EDUCATION/TRAINING	299	674	10,000	6.74 %
100-1500-10-523900	CONTRACTUAL SERVICES	2,640	6,473	11,000	58.85 %
100-1500-10-523950	MERCHANT SVCS CHARGES	6	101	1,000	10.10 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	415	552	5,000	11.03 %
100-1500-10-531300	HOSPITALITY	29	77	500	15.50 %
100-1500-10-531750	UNIFORMS	-	-	500	- %
100-1500-10-542400	COMPUTER EQUIPMENT	-	5,027	10,000	50.27 %
Operations & Capital		43,967	160,951	329,000	48.92 %
TOTAL FINANCE		172,491	717,054	2,318,300	30.93 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-521250	PROF SVCS-LEGAL	60,705	256,689	450,000	57.04 %
100-1530-10-521255	PROF SVCS-LITIGATION	51,481	332,591	450,000	73.91 %
Operations & Capital		112,187	589,280	900,000	65.48 %
	TOTAL LEGAL SERVICES	112,187	589,280	900,000	65.48 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	81,064	389,707	1,233,800	31.59 %
100-1535-10-512101	HEALTH INSURANCE	11,920	59,602	169,400	35.18 %
100-1535-10-512102	DISABILITY INSURANCE	307	1,537	4,200	36.59 %
100-1535-10-512103	DENTAL INSURANCE	623	3,114	8,800	35.38 %
100-1535-10-512104	LIFE INSURANCE	691	3,454	9,600	35.97 %
100-1535-10-512200	SOCIAL SECURITY	4,770	22,932	76,500	29.98 %
100-1535-10-512300	MEDICARE	1,115	5,587	17,900	31.21 %
100-1535-10-512401	401A RETIREMENT	9,701	46,543	148,100	31.43 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,042	20,203	61,700	32.74 %
100-1535-10-512600	UNEMPLOYMENT TAX	-	-	6,200	- %
100-1535-10-512700	WORKERS' COMPENSATION	-	2,676	2,500	107.06 %
Salaries & Benefits		114,235	555,354	1,738,700	31.94 %
100-1535-10-521300	TECHNICAL SERVICES	87,487	95,389	466,000	20.47 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	35,406	124,000	28.55 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	6,395	34,171	100,000	34.17 %
100-1535-10-523200	COMMUNICATIONS	1,108	5,371	9,000	59.68 %
100-1535-10-523500	TRAVEL	-	-	500	- %
100-1535-10-523600	DUES & FEES	160	2,152	6,000	35.86 %
100-1535-10-523700	EDUCATION/TRAINING	-	665	1,000	66.50 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	550	5,000	11.00 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	384	4,321	5,500	78.56 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	538	646	10,000	6.46 %
100-1535-10-542400	COMPUTER EQUIPMENT	2,334	15,408	100,000	15.41 %
Operations & Capital		98,407	194,077	827,000	23.47 %
TOTAL INFORMATION SERVICES		212,642	749,432	2,565,700	29.21 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	20,945	105,913	275,900	38.39 %
100-1540-10-512101	HEALTH INSURANCE	3,369	16,845	29,900	56.34 %
100-1540-10-512102	DISABILITY INSURANCE	95	477	1,400	34.07 %
100-1540-10-512103	DENTAL INSURANCE	102	509	1,000	50.94 %
100-1540-10-512104	LIFE INSURANCE	214	1,072	3,000	35.72 %
100-1540-10-512200	SOCIAL SECURITY	1,254	6,321	17,100	36.96 %
100-1540-10-512300	MEDICARE	293	1,478	4,000	36.96 %
100-1540-10-512401	401A RETIREMENT	2,513	10,624	33,100	32.10 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	809	3,388	13,800	24.55 %
100-1540-10-512600	UNEMPLOYMENT TAX	-	-	1,400	- %
100-1540-10-512700	WORKERS' COMPENSATION	-	240	600	40.01 %
Salaries & Benefits		29,596	146,867	381,200	38.53 %
100-1540-10-521200	PROFESSIONAL SERVICES	6,335	66,161	193,500	34.19 %
100-1540-10-523200	COMMUNICATIONS	212	1,090	1,500	72.64 %
100-1540-10-523500	TRAVEL	944	4,692	1,000	469.23 %
100-1540-10-523600	DUES & FEES	-	355	1,000	35.50 %
100-1540-10-523700	EDUCATION/TRAINING	-	1,328	2,000	66.40 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	15	94	2,000	4.68 %
Operations & Capital		7,507	73,720	201,000	36.68 %
TOTAL HUMAN RESOURCES		37,103	220,587	582,200	37.89 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	47,930	230,348	801,300	28.75 %
100-1565-10-512101	HEALTH INSURANCE	6,668	32,758	81,700	40.10 %
100-1565-10-512102	DISABILITY INSURANCE	175	968	3,400	28.46 %
100-1565-10-512103	DENTAL INSURANCE	412	2,263	4,700	48.15 %
100-1565-10-512104	LIFE INSURANCE	394	2,176	6,900	31.54 %
100-1565-10-512200	SOCIAL SECURITY	2,891	13,912	49,700	27.99 %
100-1565-10-512300	MEDICARE	676	3,030	11,600	26.12 %
100-1565-10-512401	401A RETIREMENT	5,438	25,767	96,200	26.78 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	2,018	9,947	40,100	24.80 %
100-1565-10-512600	UNEMPLOYMENT TAX	9	37	4,000	0.93 %
100-1565-10-512700	WORKERS' COMPENSATION	-	8,201	1,600	512.57 %
Salaries & Benefits		66,612	329,407	1,101,200	29.91 %
100-1565-10-521200	PROFESSIONAL SERVICES	37,700	92,591	316,000	29.30 %
100-1565-10-521300	TECHNICAL SERVICES	110	52,844	59,200	89.26 %
100-1565-10-522100	CLEANING SERVICES	63,075	86,800	213,800	40.60 %
100-1565-10-522110	GARBAGE DISPOSAL	4,192	13,071	75,000	17.43 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	15,334	98,004	301,000	32.56 %
100-1565-10-522220	REP & MAINT-BUILDINGS	67,841	228,848	691,000	33.12 %
100-1565-10-522310	BUILDING OPERATING LEASE	26,494	127,485	325,000	39.23 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	1,940	9,758	34,000	28.70 %
100-1565-10-523200	COMMUNICATIONS	606	3,018	4,000	75.45 %
100-1565-10-523250	POSTAGE	1,548	9,594	49,000	19.58 %
100-1565-10-523700	EDUCATION/TRAINING	-	-	5,000	- %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	5,145	15,053	150,000	10.04 %
100-1565-10-531210	WATER	14,379	113,295	141,200	80.24 %
100-1565-10-531220	NATURAL GAS	5,342	19,482	61,400	31.73 %
100-1565-10-531230	ELECTRICITY	49,890	175,288	526,800	33.27 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	-	-	5,000	- %
100-1565-10-531750	UNIFORMS	499	499	8,000	6.23 %
100-1565-10-579000	CONTINGENCIES	-	-	10,000	- %
Operations & Capital		294,094	1,045,630	2,975,400	35.14 %
TOTAL FACILITIES MANAGEMENT		360,706	1,375,036	4,076,600	33.73 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	38,977	193,666	565,000	34.28 %
100-1570-10-512101	HEALTH INSURANCE	2,981	18,654	69,600	26.80 %
100-1570-10-512102	DISABILITY INSURANCE	139	872	2,400	36.35 %
100-1570-10-512103	DENTAL INSURANCE	240	1,497	4,100	36.50 %
100-1570-10-512104	LIFE INSURANCE	313	1,960	5,400	36.29 %
100-1570-10-512200	SOCIAL SECURITY	2,322	11,552	35,000	33.00 %
100-1570-10-512300	MEDICARE	543	2,702	8,200	32.95 %
100-1570-10-512401	401A RETIREMENT	4,677	23,240	67,800	34.28 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	1,230	8,259	28,300	29.19 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	-	2,800	- %
100-1570-10-512700	WORKERS' COMPENSATION	-	1,441	1,100	131.04 %
Salaries & Benefits		51,422	263,841	789,700	33.41 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	47,165	188,661	566,000	33.33 %
100-1570-10-522230	REP & MAINT-VEHICLES	-	610	500	122.00 %
100-1570-10-523200	COMMUNICATIONS	324	1,842	3,700	49.78 %
100-1570-10-523300	ADVERTISING	-	2,247	99,000	2.27 %
100-1570-10-523400	PRINTING & BINDING	-	1,715	7,500	22.87 %
100-1570-10-523500	TRAVEL	6	12	2,250	0.53 %
100-1570-10-523600	DUES & FEES	140	140	2,250	6.22 %
100-1570-10-523700	EDUCATION/TRAINING	-	-	5,250	- %
100-1570-10-523900	CONTRACTUAL SERVICES	616	6,583	15,500	42.47 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	7,347	57,210	199,000	28.75 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	308	308	10,000	3.08 %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	441	441	5,000	8.81 %
Operations & Capital		56,346	259,767	916,450	28.34 %
TOTAL COMMUNICATIONS		107,768	523,609	1,706,150	30.69 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
GENERAL ADMINISTRATION EXPENDITURES					
100-1595-10-511200	PART-TIME/TEMP EMPLOYEES	-	-	45,000	- %
100-1595-10-512200	SOCIAL SECURITY	-	-	2,800	- %
100-1595-10-512300	MEDICARE	-	-	600	- %
100-1595-10-512600	UNEMPLOYMENT TAX	-	-	100	- %
Salaries & Benefits		-	-	48,500	- %
100-1595-10-521200	PROFESSIONAL SERVICES	39,306	88,237	350,000	25.21 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	78,125	1,882,500	4.15 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	733,032	1,350,000	54.30 %
100-1595-10-523200	COMMUNICATIONS	6,082	30,513	100,000	30.51 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	1,000	100,000	1.00 %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	140,000	- %
Operations & Capital		56,013	930,908	4,222,500	22.05 %
TOTAL GENERAL ADMINISTRATION		56,013	930,908	4,271,000	21.80 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	35,491	170,875	507,800	33.65 %
100-2650-20-512101	HEALTH INSURANCE	5,557	28,258	88,500	31.93 %
100-2650-20-512102	DISABILITY INSURANCE	135	687	2,200	31.23 %
100-2650-20-512103	DENTAL INSURANCE	296	1,505	4,700	32.03 %
100-2650-20-512104	LIFE INSURANCE	304	1,546	4,700	32.90 %
100-2650-20-512200	SOCIAL SECURITY	2,133	10,281	31,500	32.64 %
100-2650-20-512300	MEDICARE	499	2,404	7,400	32.49 %
100-2650-20-512401	RETIREMENT 401A	4,256	20,471	60,900	33.61 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,256	6,321	25,400	24.89 %
100-2650-20-512600	UNEMPLOYMENT TAX	-	-	2,500	- %
100-2650-20-512700	WORKERS' COMPENSATION	-	4,633	1,000	463.28 %
Salaries & Benefits		49,926	246,983	736,600	33.53 %
100-2650-20-521260	PROF SVCS-COURT	7,681	204,248	547,900	37.28 %
100-2650-20-521300	TECHNICAL SERVICES	1,623	11,459	90,000	12.73 %
100-2650-20-523200	COMMUNICATIONS	291	1,543	1,500	102.84 %
100-2650-20-523300	ADVERTISING	-	-	500	- %
100-2650-20-523400	PRINTING & BINDING	-	509	500	101.79 %
100-2650-20-523600	DUES & FEES	-	-	1,000	- %
100-2650-20-523700	EDUCATION/TRAINING	225	225	2,000	11.25 %
100-2650-20-523950	MERCHANT SVCS CHARGES	73	298	1,500	19.89 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	240	1,696	6,000	28.26 %
100-2650-20-531300	HOSPITALITY	-	15	1,500	1.00 %
100-2650-20-531600	SMALL TOOLS & EQUIPMENT	-	-	3,000	- %
Operations & Capital		10,133	219,993	655,400	33.57 %
TOTAL MUNICIPAL COURT		60,059	466,976	1,392,000	33.55 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	821,692	3,938,769	10,955,900	35.95 %
100-3210-30-511110	BONUSES	1,000	11,000	-	- %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	18,936	108,853	383,000	28.42 %
100-3210-30-511300	OVERTIME	69,861	281,873	800,000	35.23 %
100-3210-30-512101	HEALTH INSURANCE	126,546	631,674	1,736,800	36.37 %
100-3210-30-512102	DISABILITY INSURANCE	3,036	15,989	42,200	37.89 %
100-3210-30-512103	DENTAL INSURANCE	6,730	33,554	94,500	35.51 %
100-3210-30-512104	LIFE INSURANCE	6,824	34,137	85,100	40.11 %
100-3210-30-512200	SOCIAL SECURITY	53,237	256,923	752,700	34.13 %
100-3210-30-512300	MEDICARE	12,651	60,595	176,000	34.43 %
100-3210-30-512401	RETIREMENT 401A	96,078	458,265	1,314,700	34.86 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	38,246	193,234	547,800	35.27 %
100-3210-30-512500	TUITION REIMBURSEMENT	75	10,808	25,000	43.23 %
100-3210-30-512600	UNEMPLOYMENT TAX	79	221	30,700	0.72 %
100-3210-30-512700	WORKERS' COMPENSATION	1,702	148,410	417,400	35.56 %
Salaries & Benefits		1,256,693	6,184,304	17,361,800	35.62 %
100-3210-30-521200	PROFESSIONAL SERVICES	5,250	30,855	175,000	17.63 %
100-3210-30-521270	JAIL SERVICES	11,305	40,645	375,000	10.84 %
100-3210-30-521275	INMATE MEDICAL SERVICES	10,113	51,635	100,000	51.63 %
100-3210-30-521300	TECHNICAL SERVICES	39,615	599,888	1,000,000	59.99 %
100-3210-30-522100	CLEANING SERVICES	14,016	21,024	84,100	25.00 %
100-3210-30-522110	GARBAGE DISPOSAL	149	721	2,000	36.06 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	4,549	5,717	40,000	14.29 %
100-3210-30-522220	REP & MAINT-BUILDINGS	832	1,753	17,500	10.02 %
100-3210-30-522230	REP & MAINT-VEHICLES	32,086	185,885	350,000	53.11 %
100-3210-30-522310	BUILDING OPERATING LEASE	56,533	269,954	679,000	39.76 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	243	2,000	12.13 %
100-3210-30-523200	COMMUNICATIONS	13,531	82,193	180,000	45.66 %
100-3210-30-523250	POSTAGE	-	1,478	3,000	49.28 %
100-3210-30-523300	ADVERTISING	-	1,084	14,000	7.75 %
100-3210-30-523400	PRINTING & BINDING	660	3,362	7,000	48.02 %
100-3210-30-523500	TRAVEL	1,182	15,293	50,000	30.59 %
100-3210-30-523600	DUES & FEES	453	5,335	14,000	38.11 %
100-3210-30-523700	EDUCATION/TRAINING	1,179	17,012	60,000	28.35 %
100-3210-30-523900	CONTRACTUAL SERVICES	3,271	23,216	90,000	25.80 %
100-3210-30-523950	MERCHANT SVCS CHARGES	20	78	1,000	7.85 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	7,512	26,578	55,000	48.32 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	434	850	2,000	42.50 %
100-3210-30-531220	NATURAL GAS	914	3,634	17,000	21.37 %
100-3210-30-531230	ELECTRICITY	4,009	21,056	55,000	38.28 %
100-3210-30-531270	GASOLINE	30,648	126,260	475,000	26.58 %
100-3210-30-531300	HOSPITALITY	1,191	5,470	17,500	31.26 %
100-3210-30-531600	POLICE EQUIPMENT	2,740	89,959	175,000	51.41 %
100-3210-30-531750	UNIFORMS	4,391	34,580	166,000	20.83 %
100-3210-30-541200	SITE IMPROVEMENTS	-	18,297	50,000	36.59 %
100-3210-30-542200	VEHICLES	134,108	477,527	506,000	94.37 %
100-3210-30-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		380,688	2,161,583	4,867,100	44.41 %
TOTAL POLICE		1,637,381	8,345,887	22,228,900	37.55 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	601,078	2,773,356	7,322,700	37.87 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	11,772	53,441	194,500	27.48 %
100-3510-30-511300	OVERTIME	23,035	141,856	400,000	35.46 %
100-3510-30-512101	HEALTH INSURANCE	110,469	534,248	1,620,000	32.98 %
100-3510-30-512102	DISABILITY INSURANCE	2,059	82,297	122,600	67.13 %
100-3510-30-512103	DENTAL INSURANCE	5,354	25,971	70,200	37.00 %
100-3510-30-512104	LIFE INSURANCE	4,593	22,819	55,400	41.19 %
100-3510-30-512200	SOCIAL SECURITY	36,474	172,518	490,900	35.14 %
100-3510-30-512300	MEDICARE	8,729	40,724	114,800	35.47 %
100-3510-30-512401	RETIREMENT 401A	65,925	313,455	878,700	35.67 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	26,656	133,014	366,100	36.33 %
100-3510-30-512500	TUITION REIMBURSEMENT	7,543	41,412	65,700	63.03 %
100-3510-30-512600	UNEMPLOYMENT TAX	47	169	31,700	0.53 %
100-3510-30-512700	WORKERS' COMPENSATION	15	55,225	154,900	35.65 %
Salaries & Benefits		903,749	4,390,504	11,888,200	36.93 %
100-3510-30-521200	PROFESSIONAL SERVICES	3,807	6,182	7,500	82.42 %
100-3510-30-521300	TECHNICAL SERVICES	4,581	72,986	87,100	83.80 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	1,281	6,923	57,000	12.15 %
100-3510-30-522220	REP & MAINT-BUILDINGS	18,999	32,893	70,000	46.99 %
100-3510-30-522230	REP & MAINT-VEHICLES	33,508	123,282	266,000	46.35 %
100-3510-30-523200	COMMUNICATIONS	3,499	18,621	48,000	38.79 %
100-3510-30-523400	PRINTING & BINDING	-	148	1,000	14.84 %
100-3510-30-523500	TRAVEL	302	1,679	10,000	16.79 %
100-3510-30-523600	DUES & FEES	-	685	15,000	4.57 %
100-3510-30-523700	EDUCATION/TRAINING	-	1,456	32,000	4.55 %
100-3510-30-523900	CONTRACTUAL SERVICES	5,157	41,821	139,100	30.07 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	4,187	20,784	63,300	32.83 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	1,246	23,409	102,500	22.84 %
100-3510-30-531210	WATER	1,498	6,020	25,000	24.08 %
100-3510-30-531220	NATURAL GAS	825	4,598	25,000	18.39 %
100-3510-30-531230	ELECTRICITY	2,163	17,093	52,000	32.87 %
100-3510-30-531270	GASOLINE	8,609	33,915	150,000	22.61 %
100-3510-30-531300	HOSPITALITY	302	1,433	4,100	34.95 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	507	4,832	50,000	9.66 %
100-3510-30-531750	UNIFORMS	756	24,012	101,300	23.70 %
100-3510-30-579000	CONTINGENCIES	-	-	200,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	5,000	-	988,800	- %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	-	173,000	- %
Operations & Capital		96,226	442,770	2,667,700	16.60 %
TOTAL FIRE		999,975	4,833,274	14,555,900	33.20 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	6,420	30,815	84,700	36.38 %
100-3810-30-512101	HEALTH INSURANCE	504	2,518	9,000	27.97 %
100-3810-30-512102	DISABILITY INSURANCE	17	86	600	14.28 %
100-3810-30-512103	DENTAL INSURANCE	25	124	500	24.84 %
100-3810-30-512104	LIFE INSURANCE	38	192	1,100	17.48 %
100-3810-30-512200	SOCIAL SECURITY	392	1,883	5,200	36.21 %
100-3810-30-512300	MEDICARE	92	440	1,200	36.70 %
100-3810-30-512401	401A RETIREMENT	770	3,698	10,100	36.61 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	321	1,605	4,200	38.21 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	-	400	- %
100-3810-30-512700	WORKERS' COMPENSATION	-	26	200	13.09 %
Salaries & Benefits		8,579	41,386	117,200	35.31 %
100-3810-30-521200	PROFESSIONAL SERVICES	-	130,000	260,000	50.00 %
100-3810-30-521200 COV19	PROFESSIONAL SERVICES	10,610	46,054	-	- %
100-3810-30-521300	TECHNICAL SERVICES	-	-	7,000	- %
100-3810-30-522210	REP & MAINT-EQUIPMENT	-	122	5,000	2.44 %
100-3810-30-523200	COMMUNICATIONS	-	508	2,000	25.41 %
100-3810-30-523900 COV19	CONTRACTUAL SERVICES	6,498	36,586	-	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	132	30,000	0.44 %
100-3810-30-531100 COV19	GENERAL SUPPLIES & MATLS	3,261	71,217	-	- %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	-	100,000	- %
100-3810-30-531102 ZETA	PROGRAM SUPPLIES	126,798	126,798	-	- %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	-	10,000	- %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	-	361,216	775,000	46.61 %
100-3810-30-579000	CONTINGENCY	-	-	25,000	- %
Operations & Capital		147,168	772,634	1,214,000	63.64 %
TOTAL EMERGENCY MANAGEMENT		155,747	814,021	1,331,200	61.15 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	193,172	904,106	2,633,720	34.33 %
100-4100-40-512101	HEALTH INSURANCE	28,043	143,400	385,200	37.23 %
100-4100-40-512102	DISABILITY INSURANCE	802	4,239	11,500	36.86 %
100-4100-40-512103	DENTAL INSURANCE	1,536	7,822	20,300	38.53 %
100-4100-40-512104	LIFE INSURANCE	1,749	9,310	25,000	37.24 %
100-4100-40-512200	SOCIAL SECURITY	11,525	53,818	163,332	32.95 %
100-4100-40-512300	MEDICARE	2,695	12,586	38,145	33.00 %
100-4100-40-512401	401A RETIREMENT	21,990	105,038	316,010	33.24 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	8,574	43,804	131,671	33.27 %
100-4100-40-512600	UNEMPLOYMENT TAX	-	-	13,167	- %
100-4100-40-512700	WORKERS' COMPENSATION	-	35,105	5,227	671.61 %
Salaries & Benefits		270,086	1,319,229	3,743,272	35.24 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	75,000	- %
100-4100-40-521300	TECHNICAL SERVICES	14,188	115,306	150,200	76.77 %
100-4100-40-522230	REP & MAINT-VEHICLES	1,857	5,943	15,000	39.62 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	-	909	15,000	6.06 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	-	25,000	- %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	-	25,000	- %
100-4100-40-522280	FIBER MAINTENANCE	-	12,458	30,000	41.53 %
100-4100-40-523200	COMMUNICATIONS	2,532	13,180	37,000	35.62 %
100-4100-40-523500	TRAVEL	-	-	7,500	- %
100-4100-40-523600	DUES & FEES	527	577	7,000	8.24 %
100-4100-40-523700	EDUCATION/TRAINING	250	798	20,000	3.99 %
100-4100-40-523900	CONTRACTUAL SERVICES	326,201	1,274,721	4,648,000	27.43 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	421	1,850	30,000	6.17 %
100-4100-40-531235	STREET LIGHTS	108,545	467,530	1,475,000	31.70 %
100-4100-40-531270	GASOLINE	1,398	6,593	20,000	32.96 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	-	4,276	20,000	21.38 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	404	5,000	8.07 %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	60,672	80,065	160,000	50.04 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	1,620	5,462	30,000	18.21 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	23,881	63,069	180,000	35.04 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	2,000	4,000	35,000	11.43 %
100-4100-40-531750	UNIFORMS	176	235	5,000	4.71 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	-	175,000	- %
100-4100-40-579000	CONTINGENCIES	-	-	86,000	- %
Operations & Capital		544,267	2,057,375	7,275,700	28.28 %
TOTAL PUBLIC WORKS		814,353	3,376,604	11,018,972	30.64 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	7,849	36,977	103,900	35.59 %
100-4900-10-512101	HEALTH INSURANCE	504	2,518	7,900	31.87 %
100-4900-10-512102	DISABILITY INSURANCE	22	110	500	22.08 %
100-4900-10-512103	DENTAL INSURANCE	25	124	500	24.84 %
100-4900-10-512104	LIFE INSURANCE	50	248	900	27.59 %
100-4900-10-512200	SOCIAL SECURITY	463	2,180	6,400	34.06 %
100-4900-10-512300	MEDICARE	108	510	1,500	33.99 %
100-4900-10-512401	401A RETIREMENT	697	3,343	12,500	26.75 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	290	1,451	5,200	27.91 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	-	500	- %
100-4900-10-512700	WORKERS' COMPENSATION	-	68	200	34.23 %
Salaries & Benefits		10,007	47,530	140,000	33.95 %
100-4900-10-521200	PROFESSIONAL SERVICES	-	230	90,000	0.26 %
100-4900-10-521300	TECHNICAL SERVICES	-	18,937	20,000	94.69 %
100-4900-10-523200	COMMUNICATIONS	40	276	1,000	27.60 %
100-4900-10-523700	EDUCATION/TRAINING	-	-	1,500	- %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	-	1,000	- %
100-4900-10-531270	GASOLINE	-	-	3,700	- %
100-4900-10-531750	UNIFORMS	-	-	500	- %
Operations & Capital		40	19,443	117,700	16.52 %
TOTAL FLEET MANAGEMENT		10,048	66,973	257,700	25.99 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	60,019	289,798	846,300	34.24 %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	6,332	30,406	150,000	20.27 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	6,398	34,980	120,000	29.15 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	1,928	11,158	82,000	13.61 %
100-6110-50-512101	HEALTH INSURANCE	8,015	39,630	102,000	38.85 %
100-6110-50-512102	DISABILITY INSURANCE	228	1,058	3,400	31.10 %
100-6110-50-512103	DENTAL INSURANCE	399	1,964	5,400	36.38 %
100-6110-50-512104	LIFE INSURANCE	512	2,377	7,200	33.01 %
100-6110-50-512200	SOCIAL SECURITY	3,980	21,577	74,300	29.04 %
100-6110-50-512300	MEDICARE	1,053	5,169	17,400	29.70 %
100-6110-50-512401	401A RETIREMENT	7,196	34,552	101,600	34.01 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	2,855	14,563	42,300	34.43 %
100-6110-50-512600	UNEMPLOYMENT TAX	13	152	4,200	3.61 %
100-6110-50-512700	WORKERS' COMPENSATION	-	12,251	15,700	78.03 %
Salaries & Benefits		98,929	499,633	1,571,800	31.79 %
100-6110-50-521300	TECHNICAL SERVICES	-	13,440	13,440	100.00 %
100-6110-50-522100	CLEANING SERVICES	5,600	16,800	68,000	24.71 %
100-6110-50-522220	REP & MAINT-BUILDINGS	2,290	12,168	55,000	22.12 %
100-6110-50-522230	REP & MAINT-VEHICLES	13	365	2,500	14.62 %
100-6110-50-522240	REP & MAINT-PARKS	9,603	60,761	235,000	25.86 %
100-6110-50-523200	COMMUNICATIONS	908	5,178	14,000	36.99 %
100-6110-50-523300	ADVERTISING	-	2,476	10,000	24.76 %
100-6110-50-523500	TRAVEL	-	-	1,000	- %
100-6110-50-523600	DUES & FEES	-	68	3,000	2.27 %
100-6110-50-523700	EDUCATION/TRAINING	-	30	1,000	3.00 %
100-6110-50-523900	CONTRACTUAL SERVICES	128,199	353,276	974,200	36.26 %
100-6110-50-523950	MERCHANT SVCS CHARGES	516	1,871	12,500	14.97 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	148	1,300	6,000	21.66 %
100-6110-50-531102	PROGRAM SUPPLIES	49	1,823	25,000	7.29 %
100-6110-50-531210	WATER	5,212	43,898	75,000	58.53 %
100-6110-50-531220	NATURAL GAS	1,081	3,807	13,500	28.20 %
100-6110-50-531230	ELECTRICITY	10,916	44,818	165,000	27.16 %
100-6110-50-531270	GASOLINE	850	3,080	15,000	20.53 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	350	2,074	35,000	5.93 %
100-6110-50-531750	UNIFORMS	-	-	3,000	- %
100-6110-50-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		165,735	567,232	1,777,140	31.92 %
TOTAL PARKS & RECREATION		264,664	1,066,865	3,348,940	31.86 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	166,949	794,053	2,237,200	35.49 %
100-7450-60-512101	HEALTH INSURANCE	28,332	144,180	372,600	38.70 %
100-7450-60-512102	DISABILITY INSURANCE	591	3,165	9,500	33.32 %
100-7450-60-512103	DENTAL INSURANCE	1,080	5,555	14,900	37.28 %
100-7450-60-512104	LIFE INSURANCE	1,270	6,819	20,300	33.59 %
100-7450-60-512200	SOCIAL SECURITY	9,920	47,278	138,700	34.09 %
100-7450-60-512300	MEDICARE	2,320	11,057	32,400	34.13 %
100-7450-60-512401	401A RETIREMENT	19,504	93,342	268,500	34.76 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	7,746	38,541	111,900	34.44 %
100-7450-60-512600	UNEMPLOYMENT TAX	11	35	11,200	0.31 %
100-7450-60-512700	WORKERS' COMPENSATION	-	29,855	4,500	663.43 %
Salaries & Benefits		237,723	1,173,881	3,221,700	36.44 %
100-7450-60-521300	TECHNICAL SERVICES	-	2,100	99,000	2.12 %
100-7450-60-522230	REP & MAINT-VEHICLES	1,309	4,061	15,000	27.07 %
100-7450-60-523200	COMMUNICATIONS	2,287	12,333	25,000	49.33 %
100-7450-60-523300	ADVERTISING	-	5,589	15,000	37.26 %
100-7450-60-523500	TRAVEL	-	3,047	13,000	23.44 %
100-7450-60-523600	DUES & FEES	65	1,283	10,000	12.83 %
100-7450-60-523700	EDUCATION/TRAINING	-	5,955	18,000	33.08 %
100-7450-60-523900	CONTRACTUAL SERVICES	1,600	13,290	75,000	17.72 %
100-7450-60-523950	MERCHANT SVCS CHARGES	6	24	1,000	2.40 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	105	1,836	20,000	9.18 %
100-7450-60-531270	GASOLINE	1,289	6,072	23,000	26.40 %
100-7450-60-531300	HOSPITALITY	-	-	10,000	- %
100-7450-60-531750	UNIFORMS	-	1,042	10,000	10.42 %
Operations & Capital		6,661	56,631	334,000	16.96 %
TOTAL COMMUNITY DEVELOPMENT		244,384	1,230,512	3,555,700	34.61 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	11,153	53,536	147,100	36.39 %
100-7520-60-512101	HEALTH INSURANCE	2,668	13,339	37,000	36.05 %
100-7520-60-512102	DISABILITY INSURANCE	42	212	700	30.31 %
100-7520-60-512103	DENTAL INSURANCE	158	788	2,200	35.80 %
100-7520-60-512104	LIFE INSURANCE	95	477	1,400	34.06 %
100-7520-60-512200	SOCIAL SECURITY	651	3,124	9,100	34.33 %
100-7520-60-512300	MEDICARE	152	731	2,100	34.79 %
100-7520-60-512401	401A RETIREMENT	1,338	6,424	17,600	36.50 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	558	2,788	7,400	37.68 %
100-7520-60-512600	UNEMPLOYMENT TAX	-	-	800	- %
100-7520-60-512700	WORKERS' COMPENSATION	-	755	300	251.65 %
Salaries & Benefits		16,815	82,173	225,700	36.41 %
100-7520-60-521205	PROF SVCS-OTHER	3,000	69,250	92,000	75.27 %
100-7520-60-523200	COMMUNICATIONS	79	398	1,000	39.76 %
100-7520-60-523300	ADVERTISING	-	120	18,700	0.64 %
100-7520-60-523500	TRAVEL	-	-	2,000	- %
100-7520-60-523600	DUES & FEES	747	2,284	15,100	15.13 %
100-7520-60-523700	EDUCATION/TRAINING	-	1,381	1,500	92.10 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	127	500	25.35 %
100-7520-60-531300	HOSPITALITY	-	70	3,000	2.35 %
Operations & Capital		3,826	73,630	133,800	55.03 %
TOTAL ECONOMIC DEVELOPMENT		20,641	155,803	359,500	43.34 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	16,938	84,455	203,700	41.46 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,673	13,599	31,700	42.90 %
100-9000-90-611110	TRANSFER OUT TO PAC	-	807,370	1,614,740	50.00 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	337,708	1,688,542	4,052,500	41.67 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	11,190,000	20,948,650	53.42 %
100-9000-90-611561	XFER OUT TO STORMWATER	102,083	510,417	1,225,000	41.67 %
Operations & Capital		459,402	14,294,382	28,076,290	50.91 %
	TOTAL TRANSFERS	459,402	14,294,382	28,076,290	50.91 %
	TOTAL EXPENDITURES	\$5,835,327	\$40,341,408	\$104,182,675	38.72 %
GENERAL FUND - 100		\$29,910,243	\$23,083,426	(\$10,691,126)	(215.91%)

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	-	9,296	75,000	12.39 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	842	842	125,000	0.67 %
	TOTAL FINES & FORFEITURES	842	10,139	200,000	5.07 %
	TOTAL REVENUES	\$842	\$10,139	\$200,000	5.07 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	1,705	-	- %
210-3210-30-523700	EDUCATION/TRAINING	12,500	12,500	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	-	126,447	200,000	63.22 %
	TOTAL POLICE	12,500	140,653	200,000	70.33 %
	TOTAL EXPENDITURES	\$12,500	\$140,653	\$200,000	70.33 %
CONFISCATED ASSET FUND - 210		(\$11,658)	(\$130,514)	\$-	- %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	290,692	824,905	3,000,000	27.50 %
	TOTAL CHARGES & FEES	290,692	824,905	3,000,000	27.50 %
	TOTAL REVENUES	\$290,692	\$824,905	\$3,000,000	27.50 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	290,692	824,905	3,000,000	27.50 %
	TOTAL EMERGENCY MANAGEMENT	290,692	824,905	3,000,000	27.50 %
	TOTAL EXPENDITURES	\$290,692	\$824,905	\$3,000,000	27.50 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	31,354	98,171	150,000	65.45 %
	TOTAL CHARGES & FEES	31,354	98,171	150,000	65.45 %
	TOTAL REVENUES	\$31,354	\$98,171	\$150,000	65.45 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-523900	CONTRACTUAL SERVICES	-	-	234,000	- %
220-6240-00-541200	SITE IMPROVEMENTS	-	6,067	275,000	2.21 %
	TOTAL TREE FUND EXPENSE	-	6,067	509,000	1.19 %
	TOTAL EXPENDITURES	\$-	\$6,067	\$509,000	1.19 %
TREE FUND - 220		\$31,354	\$92,104	(\$359,000)	(25.66%)

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	-	67,866	445,000	15.25 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	-	23,455	50,000	46.91 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	-	271,983	255,000	106.66 %
	TOTAL CHARGES & FEES	-	363,303	750,000	48.44 %
	TOTAL REVENUES	\$-	\$363,303	\$750,000	48.44 %
TRANSFERS EXPENDITURES					
225-0000-90-611351 PARKS	TRANSFER TO CAPITAL PROJECTS	-	-	698,652	- %
225-0000-90-611351 PUBSA	TRANSFER TO CAPITAL PROJECTS	-	-	50,000	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	706,180	- %
	TOTAL TRANSFERS	-	-	1,454,832	- %
	TOTAL EXPENDITURES	\$-	\$-	\$1,454,832	- %
IMPACT FEE FUND - 225		\$-	\$363,303	(\$704,832)	(51.54%)

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	170	1,536	-	- %
	TOTAL INVESTMENT INCOME	170	1,536	-	- %
245-0000-60-331100 CARES	FEDERAL MATCHING GRANTS	-	-	384,260	- %
245-0000-60-331100 CDB19	FEDERAL MATCHING GRANTS	-	-	610,686	- %
245-0000-60-331100 CDB20	FEDERAL MATCHING GRANTS	-	-	653,208	- %
	TOTAL OTHER REVENUES	-	-	1,648,154	- %
	TOTAL REVENUES	\$170	\$1,536	\$1,648,154	0.09 %
CDBG-CARES EXPENDITURES					
245-5500-60-521240 ACT20	PROF SVCS-NON-PROFITS	-	319,260	319,260	100.00 %
245-5500-60-521240 ACT21	PROF SVCS-NON-PROFITS	10,012	22,876	40,000	57.19 %
245-5500-60-521240 ACT22	PROF SVCS-NON-PROFITS	15,473	15,473	25,000	61.89 %
	TOTAL CDBG-CARES	25,485	357,609	384,260	93.06 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	67,419	415,808	1,221,469	34.04 %
245-7450-60-541400 AC182	INFRASTRUCTURE	-	429	2,180,000	0.02 %
	TOTAL COMMUNITY DEVELOPMENT BLO	67,419	416,237	3,401,469	12.24 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	-	653,208	- %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	40,608	81,217	50.00 %
	TOTAL CDBG FUND DEBT SERVICE	-	40,608	734,425	5.53 %
	TOTAL EXPENDITURES	\$92,904	\$814,455	\$4,520,154	18.02 %
CDBG FUND - 245		(\$92,734)	(\$812,918)	(\$2,872,000)	28.30 %

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	183,265	738,818	2,550,800	28.96 %
	TOTAL TAXES	183,265	738,818	2,550,800	28.96 %
	TOTAL REVENUES	\$183,265	\$738,818	\$2,550,800	28.96 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	124,364	501,362	728,600	68.81 %
275-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	1,002,400	- %
275-9000-90-611850	TRANSFER TO HOSPITALITY	58,901	237,456	819,800	28.97 %
	TOTAL TRANSFERS	183,265	738,818	2,550,800	28.96 %
	TOTAL EXPENDITURES	\$183,265	\$738,818	\$2,550,800	28.96 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	7,362	30,504	60,000	50.84 %
	TOTAL TAXES	7,362	30,504	60,000	50.84 %
	TOTAL REVENUES	\$7,362	\$30,504	\$60,000	50.84 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	7,362	30,504	60,000	50.84 %
	TOTAL RMVET EXPENDITURES	7,362	30,504	60,000	50.84 %
	TOTAL EXPENDITURES	\$7,362	\$30,504	\$60,000	50.84 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	NOVEMBER MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,725,859	6,380,082	64,904,175	119,321,802	54,417,627
FEDERAL MATCHING GRANTS	TS131	-	-	-	4,500,000	4,500,000
INTEREST REVENUE		-	-	247,459	-	(247,459)
		\$1,725,859	\$6,380,082	\$65,151,633	\$123,821,802	\$58,670,169
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	970,710	970,710
TEI-Spalding@Dalrymple/Trowbridge	TS103	185,018	449,529	2,398,052	2,421,725	23,673
TEI-Roswell@GrogansFerry	TS105	164	136,543	775,345	5,700,000	4,924,655
TEI-Riverview@Northside	TS106	3,090	18,381	380,740	2,500,000	2,119,260
TEI-SCOOT Upgrade	TS107	168,899	186,917	1,438,268	1,550,000	111,732
TEI-Roswell@Dalrymple	TS108	3,500	36,081	213,698	1,110,000	896,302
TEI-MountParan@PowersFerry	TS110	-	450	354,329	2,500,000	2,145,671
TEI-Spalding@Pitts	TS111	-	975	258,179	258,179	-
TEI-MountVernon@LongIsland	TS115	-	-	91,937	91,937	-
LMC-PeachtreeDun Bike/Ped Trail	TS131	-	-	-	9,000,000	9,000,000
LMC-Central Parkway Sidewalk	TS136	-	-	15,899	15,899	-
LMC-JohnsonFerry:Glenridge/WellsFar	TS137	-	5,158	472,581	472,581	-
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	415,275	-
SWP-Windsor:PeachtreeDun/CityLimit	TS164	-	224,019	1,202,721	1,216,868	14,147
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	-	816	781,656	1,418,537	636,881
SWP-BrandonMill:MarshCr/LostForest	TS167	218	119,820	1,294,833	1,666,086	371,253
SWP-Dalrymple:Princeton/Duncourtney	TS168	-	13,500	126,955	600,000	473,045
SWP-DunwoodyClub:Spalding/Fenimore	TS169	7,270	24,189	162,247	586,350	424,103
SWP-InterstateN:CityLimit/Northside	TS170	347,453	377,664	666,245	2,280,240	1,613,995
SWP-Roberts:Northridge/DavisAcademy	TS171	846	41,188	136,520	420,000	283,480
SWP-BrandonMill:LostForest/BrandonR	TS172	12,835	27,764	190,700	900,150	709,450
JohnsonFerry/MountVernon Efficiency	TS191	18,710	70,222	1,784,400	23,021,614	21,237,214
MountVernon Multiuse Path	TS192	33,619	52,994	1,044,358	9,873,198	8,828,840
Hammond Phase 1 (ROW/Design)	TS193	-	12,426	11,021,494	14,361,016	3,339,522
TIER 2 - UNCOMMITTED	TS200	-	-	-	4,555,707	4,555,707
GA-400 Trail System	TS201	-	-	-	5,500,000	5,500,000
Roberts Drive Multiuse Path	TS202	-	-	-	5,500,000	5,500,000
Roadway Maintenance and Paving	TS301	-	-	-	15,617,086	15,617,086
T-SPLOST ADMIN COSTS	TS999	48,038	245,606	3,462,289	9,029,677	5,567,388
		\$829,659	\$2,044,240	\$28,957,687	\$123,821,802	\$94,864,115
T-SPLOST PROJECTS FUND - 335		\$896,199	\$4,335,842	\$36,193,946	\$-	(\$36,193,946)

PROJECT DESCRIPTION	PROJ #	NOVEMBER MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	7,825,115	7,825,115
		\$-	\$-	\$-	\$7,825,115	\$7,825,115
FACILITIES						
HERITAGE BLUESTONE BLDG	F0002	2,514	163,026	2,189,874	2,189,874	-
FIRE STATION	F0004	47,119	195,383	1,919,641	5,253,957	3,334,316
TROWBRIDGE FACILITY	F0005	2,317	255,738	2,161,772	2,260,000	98,228
BACK-UP E911 CALL CENTER	F0007	-	8,181	8,181	350,000	341,819
CULTURAL CENTER	F0008	-	12,750	12,750	2,500,000	2,487,250
PUBLIC SAFETY BUILDING	F0009	-	14,813	59,250	100,000	40,750
		\$51,950	\$649,890	\$6,351,468	\$12,653,831	\$6,302,362
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	-	35,100	34,047,716	35,240,213	1,192,497
UTILITIES RELOCATION	CC006	-	-	40,000	2,770,000	2,730,000
SANDY SPRINGS CIRCLE PHASE 2	CC010	112,457	192,178	6,234,457	8,087,570	1,853,113
FURNITURE FIXTURES & EQUIPMENT	CC011	-	-	7,770,465	7,834,555	64,090
		\$112,457	\$227,278	\$48,092,638	\$53,932,338	\$5,839,699
PARKS						
SS TENNIS CENTER	P0006	-	-	790,574	787,679	(2,895)
HAMMOND PARK IMPROVEMENTS	P0007	-	-	3,065,338	4,158,981	1,093,643
MORGAN FALLS OVERLOOK PARK	P0009	-	-	4,163,119	4,415,033	251,914
MORGAN FALLS ATHLETIC FIELDS	P0010	-	201,787	5,575,239	5,584,130	8,891
ALLEN ROAD PARK	P0013	-	74,810	383,099	440,415	57,316
CROOKED CREEK PARK	P0020	728	66,473	421,213	448,607	27,394
ISON SPRINGS ELEMENTARY (IGA)	P0025	54,690	113,141	180,689	250,000	69,311
CITY TRAIL CONSTRUCTION	P0028	-	600	43,020	750,000	706,980
RIVERSHORE FLOODPLAIN	P0029	-	-	19,900	125,000	105,100
TRIANGLE PARK	P0030	-	-	22,524	25,000	2,476
PARKLAND ACQUISITION	P0031	5,821	5,821	1,972,605	2,100,000	127,396
		\$61,239	\$462,631	\$16,637,320	\$19,084,845	\$2,447,525
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	-	720	232,241	8,406,826	8,174,585
CHATTAHOOCHEE RIVER BRIDGE	T0035	5,978	15,148	117,545	760,000	642,455
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	169,534	1,609,553	1,937,354	327,801
CARPENTER DR REALIGNMENT	T0046	-	19,882	3,385,326	3,436,199	50,872
HAMMOND PD GLENRIDGE ATMS	T0054	10,199	(15,400)	1,722,788	1,721,735	(1,053)
CITY CENTER TRANSPORTATION NETWORK	T0058	4,504	5,278	3,683,243	3,915,000	231,757
BIKE/PED/TRAIL DESIGN & IMPEM	T0060	60,704	68,073	1,837,947	2,126,919	288,972
CITY SPRINGS STREETSCAPES	T0062	-	173,797	1,608,866	1,850,000	241,134
NORTH END REVITALIZATION	T0063	68,701	179,534	634,778	1,750,000	1,115,222
PEACHTREE @ TELFORD IMPROVEMENT	T0064	4,100	19,710	223,273	1,750,000	1,526,727
SIGNAL PREEMPTION EMERG RESPONSE	T0065	-	75,800	676,284	780,000	103,716
SR140 HOLCOMB @ SPALDING ROW	T0066	-	-	-	450,000	450,000
MT VERNON @ DUPREE SIGNAL	T0067	8,297	41,889	70,451	350,000	279,549
TRANSPORTATION MASTER PLAN	T0068	-	87,085	350,000	350,000	-
PEACHTREE-DUNWOODY@WINDSOR	T0069	600	4,750	156,125	1,200,000	1,043,875
ACCESS MANAGEMENT PLAN	T0070	-	-	-	100,000	100,000
		\$163,083	\$845,800	\$16,308,421	\$30,884,032	\$14,575,611
TRANSPORTATION						
WATER RELIABILITY PROGRAM	T2000	3,118	18,222	775,542	1,000,000	224,458
PAVEMENT MANAGEMENT PROGRAM	T3000	1,691,807	2,412,789	52,359,040	52,662,568	303,528
CITY BEAUTIFICATION PROGRAM	T4000	-	20,673	172,256	402,572	230,317
SIDEWALK PROGRAM	T6000	7,965	7,965	10,162,831	10,630,500	467,669
INTERSECTIONS & OPERATIONAL	T7000	27,235	92,702	5,961,849	6,391,048	429,199
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	-	320,301	734,150	413,849
UNDERGROUND UTILITY PROGRAM	T8000	-	-	76,684	500,000	423,316
LAKE FORREST DAM MAINTENANCE	T9000	-	15,198	1,441,612	3,554,882	2,113,270
BRIDGE & DAM MAINTENANCE	T9100	-	-	132,000	200,000	68,000
TRAFFIC MANAGEMENT PROGRAM	T9500	19,864	126,761	5,780,938	6,386,507	605,569
TRAFFIC CALMING	T9600	-	27,243	305,906	354,823	48,917
		\$1,749,990	\$2,721,553	\$77,488,959	\$82,817,049	\$5,328,091

PROJECT DESCRIPTION	PROJ #	NOVEMBER MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	-	11,535	149,913	222,500	72,587
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
		\$-	\$11,535	\$154,913	\$322,500	\$167,587
CAPITAL PROJECTS FUND - 351		\$2,138,719	\$4,918,687	\$165,033,719	\$207,519,710	\$42,485,992

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	12	750,058	750,000	100.01 %
360-0000-10-362000	REALIZED GAIN/LOSS	-	(24,684)	-	- %
360-0000-10-389000	OTHER CONTRIBUTIONS	-	323,369	323,369	100.00 %
360-0000-10-391100	TRANSFER IN FROM GENERAL FUND	-	37,330,600	37,330,600	100.00 %
360-0000-10-391351	TRANSFER IN FROM CAPITAL PROJ	-	21,298,031	21,298,031	100.00 %
360-0000-10-391356	TRANSFER IN FROM IMPACT FEES	-	300,000	300,000	100.00 %
360-0000-10-392100	SALE OF ASSETS	-	9,283,250	9,000,000	103.15 %
360-0000-10-393100	REVENUE BOND PROCEEDS	58,679,473	394,848,798	171,400,000	230.37 %
TOTAL PUBLIC FACILITIES AUTH REVENU		58,679,485	464,109,421	240,402,000	193.06 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	-	- %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	35,353,154	45,111,804	78.37 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	45,171,816	53,411,346	84.57 %
TOTAL REVENUES		\$58,679,485	\$509,281,237	\$293,813,346	173.33 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	-	11,029,219	11,190,000	98.56 %
TOTAL PUBLIC FACILITIES - PUB SAF		-	11,029,219	11,190,000	98.56 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	2	19,296,221	19,323,125	99.86 %
360-6220-00-541400	INFRASTRUCTURE	-	195,012,428	196,882,073	99.05 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	11,115	648,025	775,000	83.62 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	3,246	10,671,097	10,945,260	97.50 %
360-6220-00-579000	CONTINGENCIES	-	-	1,286,542	- %
TOTAL PUBLIC FACILITIES AUTH CONSTR		14,363	225,627,771	229,212,000	98.44 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	13,309,325	13,150,000	101.21 %
360-8000-00-582100	INTEREST EXPENSE	-	32,888,685	39,347,335	83.59 %
360-8000-00-584000	COSTS OF ISSUANCE	679,473	3,412,917	914,011	373.40 %
360-8000-00-584100	REFUNDING ESCROW	58,000,000	220,949,891	-	- %
TOTAL PUBLIC FACILITIES AUTH DEBT		58,679,473	270,560,819	53,411,346	506.56 %
TOTAL EXPENDITURES		\$58,693,835	\$507,217,809	\$293,813,346	172.63 %
PUBLIC FACILITIES AUTHORITY - 360		(\$14,350)	\$2,063,428	\$-	- %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-51-347600	MEMBERSHIPS	-	-	100,000	- %
555-0000-56-347900	TICKET REVENUE	-	-	1,456,800	- %
555-0000-56-347905	FACILITY/TICKET-HANDLING FEES	-	-	360,000	- %
555-0000-56-347910	FACILITY RENTALS	405	17,770	770,000	2.31 %
555-0000-55-347920	F&B REVENUE	-	3,640	547,100	0.67 %
	TOTAL CHARGES & FEES	405	21,410	3,233,900	0.66 %
555-0000-56-389000	OTHER CONTRIBUTIONS	192	1,028	263,000	0.39 %
555-0000-56-389900	MISCELLANEOUS INCOME	1,985	14,153	70,600	20.05 %
	TOTAL MISCELLANEOUS	2,177	15,181	333,600	4.55 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	-	807,370	1,614,740	50.00 %
	TOTAL OTHER FINANCING SOURCES	-	807,370	1,614,740	50.00 %
555-0000-50-336000	PROGRAMMING GRANT	-	-	603,020	- %
	TOTAL OTHER REVENUES	-	-	603,020	- %
	TOTAL REVENUES	\$2,582	\$843,961	\$5,785,260	14.59 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	101,796	488,623	1,553,000	31.46 %
555-6191-51-511200	PT/TEMP EMPLOYEES	-	-	205,300	- %
555-6191-51-512101	HEALTH INSURANCE	14,372	73,178	188,500	38.82 %
555-6191-51-512102	DISABILITY INSURANCE	354	1,741	6,800	25.60 %
555-6191-51-512103	DENTAL INSURANCE	645	3,326	8,800	37.80 %
555-6191-51-512104	LIFE INSURANCE	796	3,912	12,300	31.80 %
555-6191-51-512200	SOCIAL SECURITY	6,069	29,131	110,500	26.36 %
555-6191-51-512300	MEDICARE	1,419	6,813	25,800	26.41 %
555-6191-51-512401	401A RETIREMENT	12,216	57,332	186,400	30.76 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,739	21,868	77,700	28.14 %
555-6191-51-512600	UNEMPLOYMENT TAX	-	-	8,900	- %
555-6191-51-512700	WORKERS' COMPENSATION	-	-	3,600	- %
555-6191-51-5121250	PROF SVCS-LEGAL	-	-	20,000	- %
555-6191-51-5121300	TECHNICAL SERVICES	4,339	18,873	96,780	19.50 %
555-6191-51-5122100	CLEANING SERVICES	-	-	50,000	- %
555-6191-51-5123200	COMMUNICATIONS	1,630	5,849	79,160	7.39 %
555-6191-51-5123300	ADVERTISING	-	3,995	180,000	2.22 %
555-6191-51-5123350	PROMOTIONS	-	-	50,000	- %
555-6191-51-5123400	PRINTING & BINDING	-	60	9,500	0.63 %
555-6191-51-5123500	TRAVEL	-	-	9,050	- %
555-6191-51-5123600	DUES & FEES	63	547	5,500	9.94 %
555-6191-51-5123700	EDUCATION/TRAINING	-	-	3,900	- %
555-6191-51-5123800	LICENSES	-	-	6,400	- %
555-6191-51-5123900	CONTRACTUAL SERVICES	-	-	11,000	- %
555-6191-51-5123950	MERCHANT SVCS CHARGES	105	1,203	24,000	5.01 %
555-6191-51-5131100	GENERAL SUPPLIES & MATLS	3,411	3,742	6,650	56.27 %
555-6191-51-5131300	HOSPITALITY	-	-	5,000	- %
555-6191-51-5131750	UNIFORMS	-	-	4,000	- %
555-6191-51-5141200	SITE IMPROVEMENTS	-	-	25,000	- %
555-6191-51-5142100	MACHINERY & EQUIPMENT	-	-	155,000	- %
555-6191-51-5142300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-5179000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATION	151,955	720,190	3,188,540	22.59 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6192-52-522220	REP & MAINT-BUILDINGS	3,400	12,447	103,000	12.08 %
555-6192-52-522330	OTHER RENTALS	-	-	50,600	- %
555-6192-52-523300	ADVERTISING	-	17	122,000	0.01 %
555-6192-52-523850	ARTIST FEES	-	8,500	780,000	1.09 %
555-6192-52-523900	CONTRACTUAL SERVICES	-	-	127,170	- %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	-	2,547	26,500	9.61 %
555-6192-52-531300	HOSPITALITY	-	-	37,800	- %
555-6192-52-531500	COSTS OF GOODS SOLD	1,290	7,683	70,300	10.93 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	-	1,928	72,000	2.68 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		4,690	33,123	1,493,870	2.22 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	-	-	20,000	- %
555-6193-53-523900	CONTRACTUAL SERVICES	-	2,822	38,000	7.43 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	240	1,247	51,000	2.45 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	66	80,400	0.08 %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	-	-	35,000	- %
555-6193-53-531700	OTHER SUPPLIES	-	194	8,000	2.42 %
TOTAL ARTS CENTER - CONFERENCE CTR		240	4,329	232,400	1.86 %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - EDUCATION PROGRM EXPENDITURES					
555-6194-54-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6194-54-523300	ADVERTISING	-	-	45,000	- %
555-6194-54-523700	EDUCATION ASSISTANCE	-	-	40,000	- %
555-6194-54-523850	PROGRAMMING	-	-	28,500	- %
555-6194-54-531300	HOSPITALITY	-	-	5,300	- %
555-6194-54-531700	OTHER SUPPLIES	-	-	600	- %
TOTAL ARTS CENTER - EDUCATION PROG		-	-	219,400	- %

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	17,356	17,767	102,200	17.38 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	-	19,600	- %
555-6195-55-531300	HOSPITALITY	160	160	3,800	4.22 %
555-6195-55-531350	SPECIAL EVENTS	90,777	180,744	454,450	39.77 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	2,000	- %
TOTAL ARTS CENTER - SPECIAL EVENTS		108,293	198,672	582,050	34.13 %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-521200	PROFESSIONAL SERVICES	3,500	9,380	24,000	39.08 %
555-6196-56-522210	REP & MAINT-EQUIPMENT	-	-	5,000	- %
555-6196-56-523300	ADVERTISING	-	-	20,000	- %
555-6196-56-531100	GENERAL SUPPLIES & MATLS	-	216	10,000	2.16 %
555-6196-56-531600	SMALL TOOLS & EQUIPMENT	-	-	10,000	- %
TOTAL ARTS CENTER - HERITAGE		3,500	9,596	69,000	13.91 %
TOTAL EXPENDITURES		\$268,678	\$965,910	\$5,785,260	16.70 %
CREATE SANDY SPRINGS - 555		(\$266,096)	(\$121,949)	\$-	- %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	102,083	12,560,417	13,275,000	94.62 %
	TOTAL OTHER FINANCING SOURCES	102,083	12,560,417	13,275,000	94.62 %
	TOTAL REVENUES	\$102,083	\$12,560,417	\$13,275,000	94.62 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	8,612	794,563	975,476	81.45 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	34,017	136,066	25.00 %
561-4250-40-541450	STORMWATER IMPROVEMENT	59,220	7,089,219	9,212,549	76.95 %
561-4250-40-541450 GREEN	STORMWATER IMPROVEMENT	-	-	285,000	- %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT &	67,832	9,474,795	12,166,088	77.88 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	10,141	117,376	139,134	84.36 %
561-4320-40-522240	REP & MAINT-OTHER	312	1,087,259	1,182,919	91.91 %
561-4320-40-523900	CONTRACTUAL SERVICES	-	169,458	187,541	90.36 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	66,697	85.01 %
	TOTAL STORMWATER OPERATIONS	10,453	1,430,790	1,576,291	90.77 %
	TOTAL EXPENDITURES	\$78,285	\$10,905,585	\$13,742,379	79.36 %
STORMWATER FUND - 561		\$23,798	\$1,654,832	(\$467,379)	(354.07%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 05, NOVEMBER FY 2021**

01/07/2021

GL ACCOUNT	DESCRIPTION	NOVEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	-	-	600,000	- %
	TOTAL MISCELLANEOUS	-	-	600,000	- %
	TOTAL REVENUES	\$-	\$-	\$600,000	- %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-521240	PROF SVCS-NON-PROFITS	-	-	50,000	- %
840-1595-10-523100	PROPERTY & LIABILITY INS	-	2,007	2,500	80.28 %
840-1595-10-523500	TRAVEL	-	-	200	- %
840-1595-10-523700	EDUCATION/TRAINING	-	-	500	- %
	TOTAL DEVELOPMENT AUTHORITY	-	2,007	53,200	3.77 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	600,000	- %
	TOTAL TRANSFERS	-	-	600,000	- %
	TOTAL EXPENDITURES	\$-	\$2,007	\$653,200	0.31 %
DEVELOPMENT AUTHORITY - 840		\$-	(\$2,007)	(\$53,200)	3.77 %

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Thursday, January 14, 2021 1:14 PM
To: Gonzalez, Raquel
Subject: Public Comment - Den Webb - 01/19/2021
Attachments: SandySpringsPublicCommentCard.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Name : Den, Webb
Address : 1230 Peachtree Street, Atlanta, Ga, 30309
Phone : 4048153620
Email : djwebb@sgrlaw.com
Name of Group : SMES
Meeting Type : City Council
Meeting Date : 01/19/2021
Type of Comment : Public Hearing Item Comment
Agenda Item Number : 2
Position : Support
Affiliations : I am the applicant. : No I am a Sandy Springs resident. : No I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : Yes I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : I will attend the meeting at City Hall
Public Comment : I am speaking for the applicant.

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Thursday, January 14, 2021 1:17 PM
To: Gonzalez, Raquel
Subject: Public Comment - Luis Ottely - 01/19/2021
Attachments: SandySpringsPublicCommentCard.pdf

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Name : Luis, Ottely
Address : 3110-A Ashford Dunwoody Road, Brookhaven, Ga, 30319
Phone : [REDACTED]
Email : lottley@stmartinschool.org
Name of Group : SMES
Meeting Type : City Council
Meeting Date : 01/19/2021
Type of Comment : Public Hearing Item Comment
Agenda Item Number : 2
Position : Support
Affiliations : I am the applicant. : Yes I am a Sandy Springs resident. : No I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : I will attend the meeting at City Hall
Public Comment : Speaking for application.

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Friday, January 15, 2021 2:34 PM
To: Gonzalez, Raquel
Subject: Public Comment - Duffy Hickey - 01/19/2021
Attachments: SandySpringsPublicCommentCard.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Name : Duffy, Hickey
Address : 5040 Vallo Vista Ct, Sandy Springs, GA, 30342
Phone : 
Email : 
Name of Group : High Point Civic Association
Meeting Type : City Council
Meeting Date : 01/19/2021
Type of Comment : Public Hearing Item Comment
Agenda Item Number : VIII. A - 2021-017
Position : Support
Affiliations : I am the applicant. : No I am a Sandy Springs resident. : Yes I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : I will attend the meeting via Zoom Video Conferencing
Public Comment : The High Point Civic Association appreciates the school's communication with us and acknowledges their adjusted request for a maximum of 100 students, expressed to us on a HPCA Zoom call on August and at the second Community Meeting on September 30th. The Association supports the permit of this property for the proposed use with conditions, to be presented at the city council meeting.

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Tuesday, January 19, 2021 11:39 AM
To: Gonzalez, Raquel
Subject: Public Comment - Ronda Smith - 01/19/2021
Attachments: SandySpringsPublicCommentCard.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Name : Ronda, Smith
Address : 76 Long Island Pl, Sandy Springs, GA, 30328
Phone : [REDACTED]
Email : president@sandyspringscouncil.org
Name of Group : Sandy Springs Council of Neighborhoods
Meeting Type : City Council
Meeting Date : 01/19/2021
Type of Comment : Public Hearing Item Comment
Agenda Item Number : 2021-017 U20-0002
Position : Support
Affiliations : I am the applicant. : No I am a Sandy Springs resident. : Yes I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : I will attend the meeting via Zoom Video Conferencing
Public Comment : Good evening Mayor and Council
Ronda Smith
76 Long Island Place speaking as President of the Council of Neighborhoods on behalf of our Board position regarding U20-0002.

We ask this Council to adhere to the process set forth in the development code section 11.2.3.E.2 which prescribes:

“No revised application materials, either hard copy or electronic, may be submitted to the Director less than 30 days prior to a scheduled public meeting or public hearing.”

The October 14th 3rd revised letter of intent submitted for the application, and prior email communications as found in the Staff document package before you tonight repeatedly indicated a participant count of 60.

This is what Staff used to judge the application with respect to the use permit analysis and the perceived and quantified impacts to the community in their professional opinion.

With ample opportunity to specifically apply for 100 participants after the well attended June 29th Community Meeting 1 there was not an expressed official change to the number of participants understood by the public.

Please follow suit with Planning Commissions approval of U20-0002 to allow for 60 preschool participants at 4945 High Point Rd., a road that already has multiple school uses that bring many car trips through the protected

neighborhoods along High Point Rd.

This decision would be in keeping with this Council's policy and the requirements set forth in our development code that land use decisions would not devolve into "Let's Make a Deal", and that the public would be assured that this and all applications would be transparent and specific in their intent as applied for and ultimately approved by this Council.

This is one of the very reasons why our development code was changed...to eliminate negotiations at the podium.

Thank you for your time.

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Tuesday, January 19, 2021 11:50 AM
To: Gonzalez, Raquel
Subject: Public Comment - Susan Maziar - 01/19/2021
Attachments: SandySpringsPublicCommentCard.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Name : Susan, Maziar
Address : 5350 Timber Trail, Sandy Springs, Georgia, 30342
Phone : [REDACTED]
Email : [REDACTED]
Name of Group :
Meeting Type : City Council
Meeting Date : 01/19/2021
Type of Comment : Public Hearing Item Comment
Agenda Item Number : U20-0002/ 2021-017
Position : Support
Affiliations : I am the applicant. : No I am a Sandy Springs resident. : Yes I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : Staff will read my comment into the record at the meeting
Public Comment : 1/19/21
Good Evening Mayor and City Council,
My name is Susan Maziar and my family and I have lived in our home in Sandy Springs for 29 years this month. I attended both the CM2 and Planning Commission meetings, and I am speaking tonight as a nearby resident. I speak in support of the application at 60 participants with 3 major concerns/reservations.
First, the application has been going on since last June and page 10 in the latest staff report indicates that in all four versions of the statements of intent by the applicant, the request is for 60 participants. Staff recommendation is for 60 and the Planning Commission voted unanimously for 60. I think a wait and see approach is much more prudent before increasing the numbers.
Next, I am concerned about the language in the staff report. Is there an "active" church on the property for this accessory use or will this solely be a daycare? It is not clear and I think it is a good question. It is my understanding that in our code a preschool is a daycare. The names are interchangeable. What isn't clear is how can a daycare that is a commercial use be allowed in a Protected Neighborhood if there is no longer a church on the property. The church is gone. It was sold to St. Martins last July for a large amount of money. Therefore, I don't think it's accurate to say that this is an "accessory use" or "associated with" an existing house of worship that is no longer on the site. And lastly, the daycare will affect the character of our neighborhood. It will increase traffic. Also, the site is surrounded by single-family homes on three sides and the impact will be felt especially by them because for years the site was a relatively quiet one. For example, an issue was raised this past weekend by an adjacent neighbor concerning school buses parked on the site. Two full-sized yellow school buses are parked next to his fence. Four white buses are parked adjacent to the neighbors on the other side. We hope this property doesn't become an

auxiliary parking lot for St. Martins and we were wondering what the school buses will be used for.
Thank you for your consideration.