

CITY OF BRUNSWICK

601 Gloucester Street * Post Office Box 550 * Brunswick * Georgia * 31520-0550 * (912) 267-5500

Cosby H. Johnson, Mayor
Felicia M. Harris, Mayor Pro Tem
John A. Cason III, Commissioner
Julie T. Martin, Commissioner
Kendra L. Rolle, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

BRUNSWICK CITY COMMISSION MEETING

WEDNESDAY, MAY 18, 2022 AT 6:00 P.M.

1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. Adoption of May 18, 2022 Regular Meeting Agenda.

RECOGNITION(S), PRESENTATION(S), & AWARD(S)

2. Proclamation Presentation to Members of Coast Guard Auxiliary and Station Brunswick Coast Guard, Recognizing May 21-27, 2022 as “National Safe Boating Week”. (Mayor) (Encl. 1)

3. Brunswick Historic Preservation Chairman Charles Day to Recognize Historic Preservation Award Winners. (Encl. 2)

PUBLIC HEARING(S) - ALCOHOL BEVERAGE LICENSE(S) – (New) – (R. Belew)

4. Consider Approval Alcohol Beverage License:

Name of Business	Business Owner/Manager	Business Address	Permit Type
Sunoco Food Mart (NEW OWNERSHIP)	Owner: Niraj Patel	4525 Altama Ave. Brunswick, GA	Retail sale of beer and wine

APPOINTMENT(S)

5. Commission (N. Atkinson)

1) Planning and Appeals Commission – One Appointment

CONSENT AGENDA ITEM(S)

6. Consider Approval of May 4, 2022, Regular Scheduled Meeting Minutes. (subject to any necessary changes).

(N. Atkinson) (Encl. 3)

ITEM(S) TO CONSIDER FOR APPROVAL

7. Consider Preliminary Approval of Fiscal Year 2022/2023 Proposed Budget. (R. McDuffie) (Encl. 4)

8. Consider Approval of Contract with East Coast Asphalt for Asphalt resurfacing of Various Streets within the City. (*G. Alberson*) **(Encl. 5)**
9. Consider Approval of Mutual Aid Intergovernmental Agreement Between City of Brunswick Police Department and Glynn County Police Department. (*K. Jones*) **(Encl. 6)**
10. Consider Approval of Memorandum of Understanding Between Coastal Pines Technical College and City of Brunswick Police Department. (*K. Jones*) **(Encl. 7)**
11. Consider Approval of Main Street Memorandum of Understanding. (*M. Hill*) **(Encl. 8)**
12. Consider Approval of Renewal of Lease Between the City of Brunswick and Rebuilding Together of Glynn County, Georgia Inc. (*R. McDuffie*) **(Encl. 9)**

CITY ATTORNEY'S ITEM(S)

13. Consider Adoption of Ordinance No. 1074 – Short Term Rental. **(Encl. 10)**
14. Consider Approval of Municipal Court Judge Service Agreement. **(Encl. 11)**

EXECUTIVE SESSION

*Mayor and City Council of
Brunswick, Georgia*

Proclamation

WHEREAS, National Safe Boating Week brings attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience on the water throughout the year; and

WHEREAS, for over 100 million Americans, boating continues to be a popular recreational activity and the U.S. Coast Guard, and its federal, state, and local safe partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, safe boating begins with education and preparation as human error accounts for most boating accidents, rather than the boat, equipment or environmental factors; and

WHEREAS, through basic boating safety procedures – we can help boaters on America's waters stay safe year-round.

NOW, THEREFORE, I, Cosby H. Johnson, as Mayor of the City of Brunswick, along with my fellow Commissioners, do hereby recognize May 21-27, 2022, as “**National Safe Boating Week**” in the City of Brunswick, Georgia and urge all those who boat to practice safe boating habits and always wear a life jacket while boating.

*In witness whereof I have hereunto set my hand and
caused this seal to be affixed.*

Cosby H. Johnson, Mayor

Attest: _____
Naomi D. Atkinson, City Clerk

Date: May 18, 2022



SUBJECT: Recognition of Historic Preservation Award Winners

COMMISSION ACTION REQUESTED ON: 5/18/22

PURPOSE: Recognition of Historic Preservation Award Winners

HISTORY: To recognize Historic Preservation Month, the Brunswick Historic Preservation Board and the Historic Brunswick Foundation worked together to create an on-line contest to recognize the best work completed in Brunswick between 2020 and 2022.

Members of the Historic Preservation Board and Historic Brunswick Foundation will announce the winners of our Historic Preservation Awards – 6 People’s Choice Awards, 6 Excellence in Historic Preservation Awards, and 2 Honorable Mentions.

OPTIONS:

DEPARTMENT RECOMMENDATION ACTION:

- Information Only

DEPARTMENT: PDC

Prepared by: John Hunter, Director

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Regina McDuffie

City Manager

5/9/22

Date

OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION MEETING
WEDNESDAY, MAY 4, 2022
AT 6:00 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR
&
VIRTUAL TELECONFERENCE VIA ZOOM
STREAMED LIVE AT THE BELOW WEB ADDRESSES:

<https://www.facebook.com/citybwkga>

or

<https://citvofbrunswick-ga-gov.zoom.us/s/94464367023>

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro-Tem Felicia Harris,
Commissioner John Cason III, Commissioner Julie Martin and Commissioner
Kendra Rolle

CALL TO ORDER: Mayor Johnson - *meeting began at 6:00 p.m.*

INVOCATION: Mayor Pro Tem Harris

PLEDGE OF ALLEGIANCE – Recited in unison

APPROVAL OF AGENDA

1. Adoption of May 4, 2022 Regular Meeting Agenda.

Commissioner Martin made a motion to approve May 4, 2022 agenda; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

PRESENTATION

2. Presentation of the Proposed 2022/2023 Fiscal Year Budget. *(R. McDuffie)*

Following presentation Commission thanked City Manager McDuffie for the presentation.

CONSENT AGENDA ITEM(S)

3. Consider Approval of April 20, 2022, Regular Scheduled Meeting Minutes. *(subject to any necessary changes). (N. Atkinson)*

Commissioner Cason made a motion to approve the above-referenced minutes; seconded by Commissioner Martin. Motion passed unanimously.

ITEM(S) TO CONSIDER FOR APPROVAL

4. Consider Approval of Funding for Coastal Community Healthcare Services. *(R. McDuffie/K. Chandler)*

Mayor Pro Tem Harris made a motion to approve funding for Coastal Community Health Services in the amount of \$110,000 per year for three years with funding totaling \$330,000; staff to proceed with preparing an agreement for said funding; seconded by Commissioner Martin. Motion passed unanimously.

5. Consider Approval of Financial Reports as of March 31, 2022. *(K. Mills)*

Commissioner Martin made a motion to approve the above-referenced reports as submitted; seconded by Commissioner Rolle. Motion passed unanimously.

6. Consider Approval of Surplus Property. *(R. Charnock)*

Commissioner Cason made a motion to approve surplus property list submitted; seconded by Commissioner Martin. Motion passed unanimously.

7. Consider Approval to Renew General Liability and Property Insurance Policy. (*L. Velie*)
Commissioner Cason made a motion to approve the above-referenced renewal of General Liability and Property Insurance; seconded by Mayor Pro Tem Harris. Motion passed unanimously.
8. Consider Approval of Community Development Block Grant Fiscal Year 2022 Action Plan. (*D. Bravo*)
Commissioner Martin made a motion to approve the above-referenced action plan; seconded by Mayor Pro Tem Harris. Motion passed unanimously.
9. Consider Approval of an Agreement with National Sign Plaza for Installation of the City of Brunswick Wayfinding Signage. (*T. Nelson*)
Commissioner Martin made a motion to approve the above-referenced agreement; seconded by Commissioner Rolle. Motion passed unanimously.

CITY ATTORNEY’S ITEM(S)

10. Discussion of Proposed Ordinance No. 1074 ~ Short Term Rental.
City Clerk Atkinson was directed to advertise the above-referenced ordinance for adoption consideration at the May 18, 2022 commission meeting.

EXECUTIVE SESSION

Commissioner Martin made a motion to hold an executive session to discuss litigation; seconded by Commissioner Rolle. Motion passed unanimously.

RECONVENE FROM EXECUTIVE SESSION

Mayor Johnson announced no action was taken

Mayor Pro Tem Harris made a motion to adjourn; seconded by Commissioner Martin. Motion passed unanimously.

MEETING ADJOURNED – *meeting adjourned at 8:30 p.m.*

/s/Cosby H. Johnson
Cosby H. Johnson, Mayor

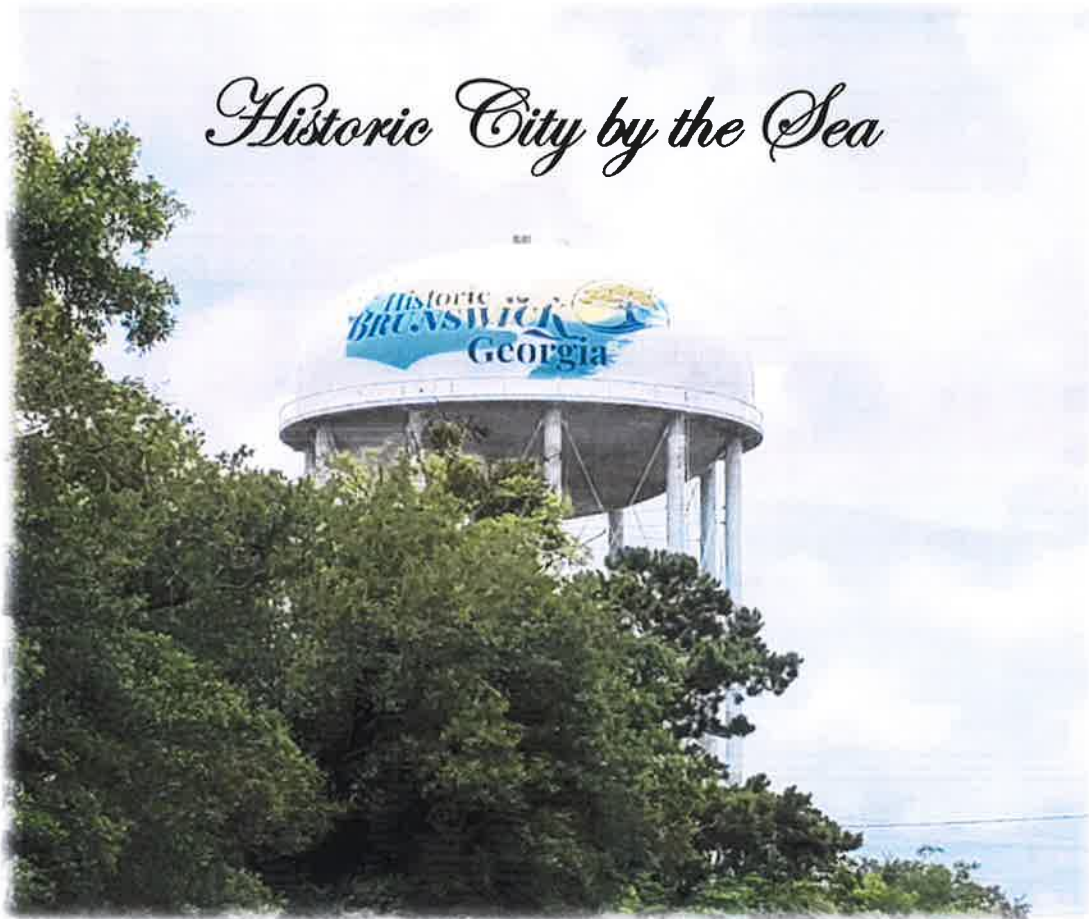
Attest: /s/ Naomi D. Atkinson
Naomi D. Atkinson
City Clerk



City of Brunswick

FY2023

Proposed Budget



City of Brunswick

List of Principal Officials FY 2023

Mayor & Commissioners

Mayor	Cosby H. Johnson
Mayor, Pro-Tem South Ward	Felicia Harris
Commissioner, North Ward	Kendra Rolle
Commissioner, North Ward	John A. Cason
Commissioner, South Ward	Julie T. Martin

Appointed Officials

City Manager	Regina M. McDuffie
Assistant City Manager	Vacant
City Clerk	Naomi Atkinson
City Attorney	Brian Corry
Finance Director	Kathy Mills
Municipal Court Judge	Chris O'Donnell
Interim Municipal Court Supervisor	Deborah M. Craig
Chief of Police	Kevin Jones
Fire Chief	Randy Mobley
Public Works Director	Garrow Alberson
Planning & Development	John Hunter
Economic Development	Travis Stegall
Neighborhood & Community Services	Sabrina J. Nixon
Downtown Development	Mathew Hill
Human Resources Manager	Sagrario Thomas
Information System Manager	Kyle Edwards

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May 4, 2022

RE: Fiscal Year 2023 Proposed Budget

Honorable Mayor & Commissioners,

As the uncertainty in the economy continues to persist, the city has been steadfast in its efforts to provide exemplary services to the citizens, residents, and visitors. Our community has been fortunate to record continued growth in the major revenue areas that support our operations. The Fiscal Year 2023 budget provides resources primarily to support the employees and move beyond the status quo. The proposed budget is \$18,607,580 an 7.15% increase from the budget for last fiscal year.

Our goal for this year is to continue improving internal processes and efficiencies through reinforcing our workforce, supporting equipment needs and technological enhancements and upgrades. Increases in expenditures are proposed to support personnel costs. Travel expenses were slightly increased and funding for capital outlays are consistent with prior year levels. Funding levels to outside agencies was maintained.

Revenues: The budgeted revenues for FY2023 are approximately 7.2% more than annual revenue projections for the current year and 2.5% more than revenues collected in 2021. Property taxes are higher based on projected growth in the digest, despite decreases in motor vehicle taxes. Sales taxes are projected to be up nearly \$1.1 million compared to the previous budget but only \$100,000 over actual collections in fiscal year 2021. Insurance Premium Tax is projected to increase slightly.

The budget does not propose a transfer from the General fund balance but does propose to use funds for revenue recovery from the America Rescue Plan Act funds. The City's undesignated fund balance remains at a healthy level and may increase based on 2022 projections. The fund balance is sufficient to fund the city's cashflow.

Proposed Personnel Changes: The budget includes 3.0 FTEs for additional personnel to support administrative needs in information technology, tax collections and change resources to support building and facility maintenance. An increase to support higher healthcare costs is included to ensure that the fund remains solvent without overburdening the general fund.

Proposed Operational Changes: The proposed budget includes the salary increases that were approved in the current fiscal year plus an increase for the general employees. We will continue to provide resources to effectively enhance employee retention and recruitment in public safety, public works, and other critical areas.

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The budget includes a 3% COLA (to be paid mid-year). Our goal is to provide competitive salaries and better benefits to attract the best and brightest to our staff.

Despite the economic uncertainty, the city's financial condition remains strong, and projections are favorable. Downtown developments are continuing, and American Rescue Plan funds are being used to assist with business retention, housing, and infrastructure enhancements. The community is poised for tremendous growth and improvements, and I will continue to encourage efficiency and strong productivity from the city's workforce to meet the growing needs. Your continued support and consideration of the proposed budget is appreciated.

Sincerely,

Regina M. McDuffie

Regina M. McDuffie, City Manager

City of Brunswick
FY 2022-23 Proposed Budget
Budget Summary

Budget Highlights

Budget Schedule

Revenue Summary

Revenue Chart

Expenditure Summary

Expenditure Chart

Personnel Cost Chart

Authorized Position

Proposed Position Change Summary

Fixed Asset Summary

**City of Brunswick
FY 2022-23 Proposed Budget
Budget Highlights**



Balanced Budget - \$18,607,580 7.15% increase

**Increased Pay - 3.0% COLA salary increase projected
\$1.00 per hour increase for general employees**

Added Personnel - 3.0 FTE

Additional support for tax collection
Enhance technological operation
Support building maintenance / skilled labor

Maintain current Health Insurance premium

Support Housing Initiative

Funding for demolitions

Technology Upgrades

**Infrastructure Maintenance - Building Upgrades,
Christmas Lighting program**

Equipment Upgrades and Replacement - \$681,188

No Use of fund balance; \$500,000 ARPA funds



BUDGET SCHEDULE FY2023



EVENT DESCRIPTION

COMPLETION DATE

BUDGET MEETING (review of budget process & distribution of budget information)

with Department Heads **9:00 A.M.**

THURSDAY, MARCH 03, 2022

PHASE I - BUDGET SCHEDULE

Department Budget Preparation Meetings

Week of MARCH 14th, 2022

Submission of Department/Agency Budget Requests

THURSDAY, MARCH 31ST, 2022

Including all forms

Departmental Budget Hearings & 9 AM - 12 PM
Agencies Budget Hearings 2 PM - 5 PM

WEEK OF APRIL 11TH

PHASE II - BUDGET SCHEDULE

Budget Review

WEEK OF APRIL 18TH

Budget Revisions Prepared

WEEK OF APRIL 18TH

Budget Revisions Back from Depts

TUESDAY, APRIL 26th

PHASE III - FINAL BUDGET PREPARATION

Budget presentation to Commissioners

WEDNESDAY, MAY 4TH, 2022



BUDGET SCHEDULE FY 2023



EVENT DESCRIPTION

COMPLETION DATE

PROPOSED BUDGET APPROVAL

WEDNESDAY, MAY 18TH

Public Notice on Proposed Budget*
(Availability and Public Hearing)

WEDNESDAY MAY 25TH, 2022

Commissioner's Budget Reviews**

**TUESDAY May 24TH
WEDNESDAY June 1ST**

Public Hearing on Budget***

**WED., JUNE 1ST, 2022
Prior to REGULAR MEETING**

BUDGET APPROVAL BY COMMISSIONERS Budget Resolution Required with all funds

**WEDNESDAY, JUNE 15TH, 2022
REGULAR MEETING**

Approved Budget sent to departments

MONDAY, JUNE 27TH

NOTE: Department hearings will be held in the 2nd Floor conference room

Commission meetings will be held at Old City Hall. Commission Budget reviews TBD.

Public Hearing will be held at Old City Hall.

* Advertisement must be seven (7) full days prior to the Public Hearing

** Commission Review meetings are optional.

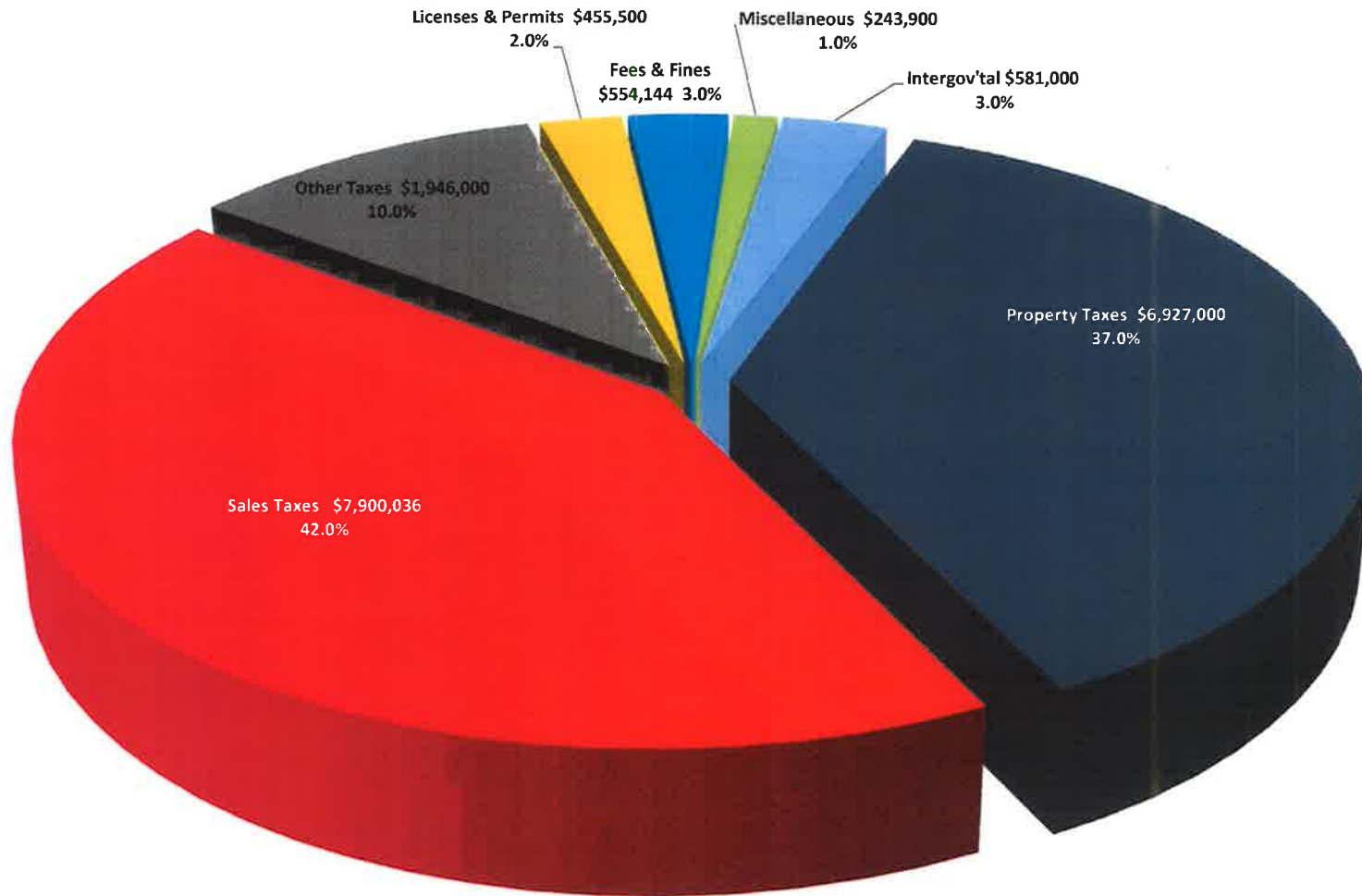
*** Public Hearing must be seven (7) full days prior to final budget approval

CITY OF BRUNSWICK

FY 2023 Proposed Budget

	Actual Budget 2020	Actual Budget 2021	Amended Budget 2022	Proposed Budget 2023	% Change FY22-23	% Change FY21-23
General Fund Revenues						
General property taxes	\$ 5,999,212	\$ 6,434,885	6,616,073	\$ 6,927,000	4.70%	7.65%
Sales & Use taxes	6,370,970	7,801,847	6,825,185	7,900,036	15.75%	1.26%
Alcohol taxes	457,716	502,656	491,000	494,000	0.61%	-1.72%
Business taxes	1,250,783	1,309,496	1,311,500	1,333,000	1.64%	1.79%
Penalties & Interest	82,170	110,233	100,000	105,000	5.00%	-4.75%
Recording & Other Fees		8,628	7,500	14,000	86.67%	0.00%
Sub-Total Taxes	\$ 14,160,851	\$ 16,167,745	15,351,258	\$ 16,773,036	9.26%	3.74%
Business licenses	\$ 260,445	\$ 270,171	268,070	\$ 283,300	5.68%	4.86%
Permits	373,273	312,178	223,150	171,000	-23.37%	-45.22%
Penalties & Interest on Delinquent	959	1,874	1,500	1,200	-20.00%	-35.97%
Sub-Total Licenses & Permits	\$ 634,677	\$ 584,223	492,720	\$ 455,500	-7.55%	-22.03%
CDBG Subgrants	\$ 15,735	\$ 17,000	17,000	\$ 16,000	-5.88%	-5.88%
Other Federal & State Grants	29,104	48,493	514,374	500,000	-2.79%	931.08%
Local payments in lieu of taxes	64,756	62,382	65,000	65,000	0.00%	4.20%
Sub-Total Intergovernmental	\$ 109,595	\$ 127,875	596,374	\$ 581,000	-2.58%	354.35%
Public safety fees	\$ 208,920	\$ 173,866	128,883	\$ 131,500	2.03%	-24.37%
Recreation fees	11,790	11,830	6,000	9,000	50.00%	-23.92%
Cemetery fees	105,814	134,085	122,000	130,000	6.56%	-3.05%
State road maintenance fees	25,646	23,509	25,644	25,644	0.00%	9.08%
Other fees	21,759	5,118	3,900	0	-100.00%	-100.00%
Sub-Total Fees	\$ 373,929	\$ 348,408	286,427	\$ 296,144	3.39%	-15.00%
Municipal Court fines	\$ 288,436	\$ 332,096	292,000	\$ 255,000	-12.67%	-23.21%
Parking tickets	6,580	3,645	4,500	3,000	-33.33%	-17.70%
Sub-Total Fines	\$ 295,016	\$ 335,741	296,500	\$ 258,000	-12.98%	-23.16%
Property rentals	\$ 21,526	\$ 22,994	20,820	\$ 24,000	15.27%	4.38%
Insurance refunds	20,333	151,553	50,000	50,000	0.00%	-67.01%
Interest income	80,121	22,426	20,000	40,000	100.00%	78.36%
Other revenues	11,830	69,418	3,400	4,900	44.12%	-92.94%
Sales of property & equipment	600,005	0	25,000	25,000	0.00%	0.00%
Sub-Total Miscellaneous Revenues	\$ 733,816	\$ 266,391	119,220	\$ 143,900	20.70%	-45.98%
Capital Lease	\$ 0	\$ 0	185,000	\$ 100,000	0.00%	0.00%
Interfund Transfers	\$ 60	\$ 329,250	0	\$ 0	0.00%	-100.00%
Transfer In -CHIP Grant	0	0	38,008	0	0.00%	0.00%
	\$ 60	\$ 329,250	38,008	\$ 0	0.00%	-100.00%
Appropriated Fund Balance	\$ 0	\$ 0	0	\$ 0	0.00%	0.00%
TOTAL REVENUES	\$ 16,307,943	\$ 18,159,633	17,365,507	\$ 18,607,580	7.15%	2.47%

**City of Brunswick
FY 2023 Budget
General Fund Revenues - \$18,607,580**

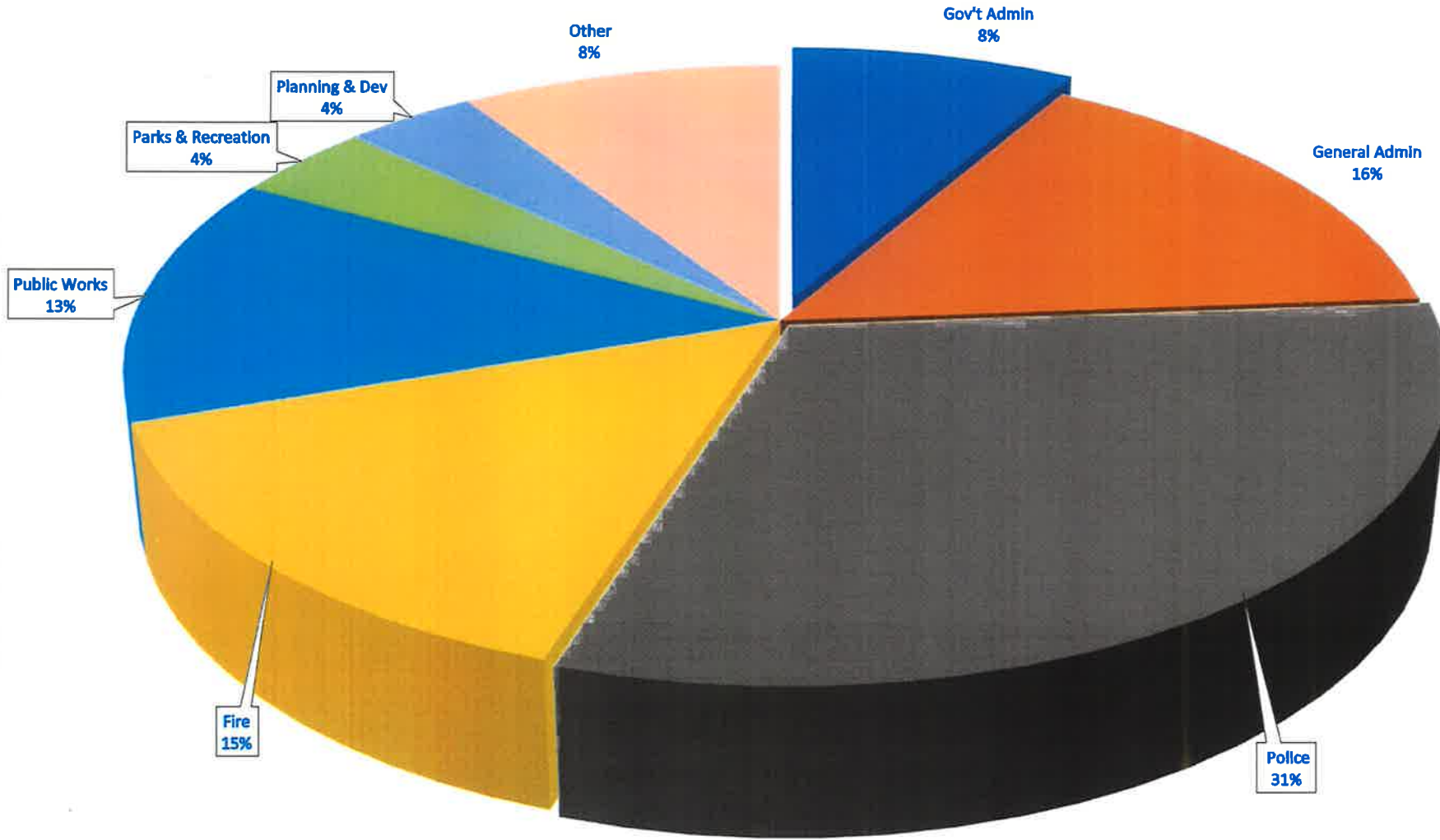


CITY OF BRUNSWICK

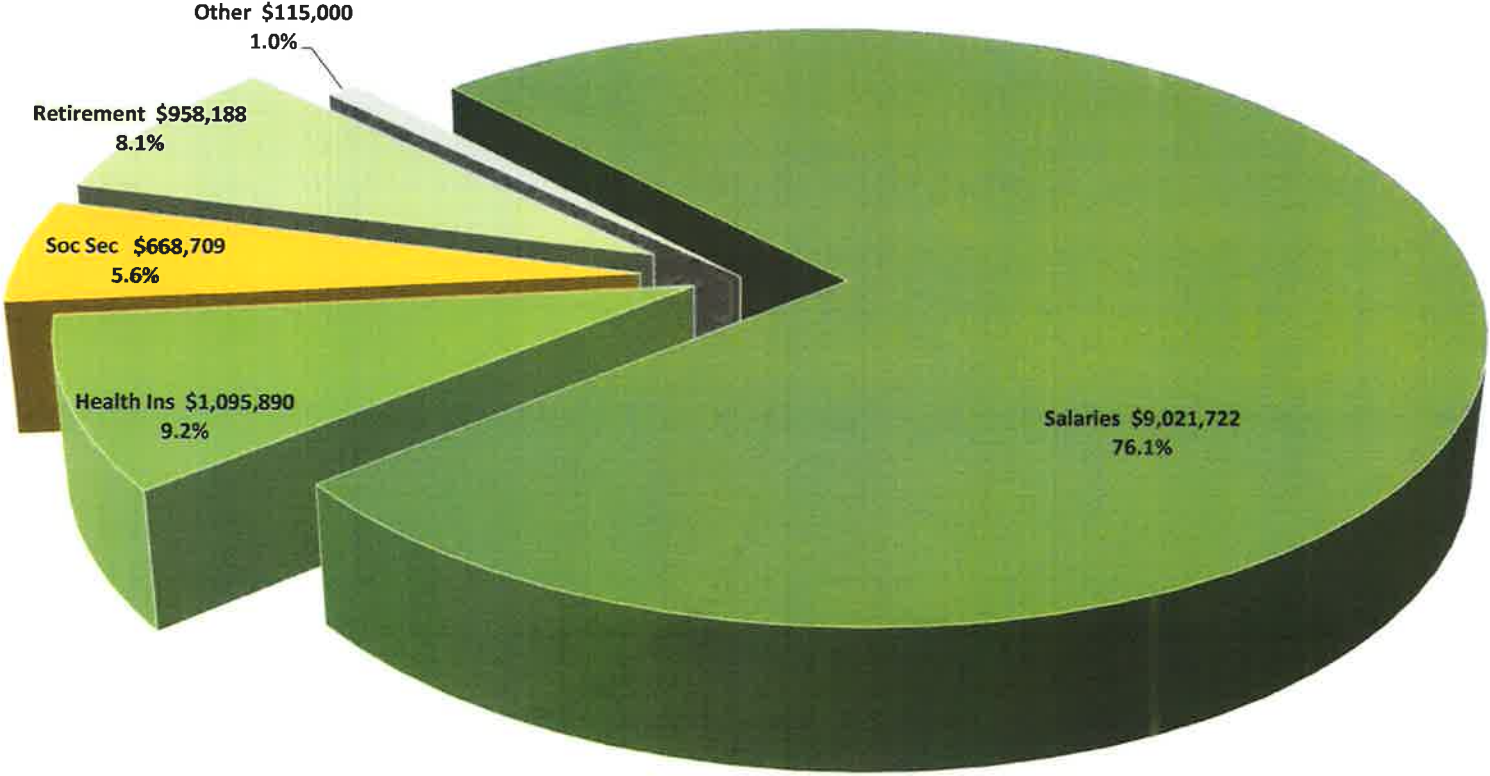
FY 2023 Proposed Budget

General Fund Expenditures	Actual Budget 2020	Actual Budget 2021	Amended Budget 2022	Proposed Budget 2023	% Change
City Commission	\$ 111,025	\$ 112,306	\$ 135,948	273,421	101.12%
City Clerk	175,607	135,576	192,240	162,687	-15.37%
City Manager	369,003	380,391	381,440	402,316	5.47%
Finance	382,999	385,401	396,043	414,732	4.72%
Administrative Services	5,403	1,624	0	0	0.00%
Legal	165,221	121,138	121,600	131,056	7.78%
Information Technology	287,965	425,213	462,295	494,272	6.92%
Human Resources	133,069	122,202	169,337	160,164	-5.42%
Tax Collection	67,171	101,084	111,004	141,545	27.51%
General Gov't Buildings	286,487	667,455	294,290	327,160	11.17%
General Administration	1,954,202	1,969,860	1,785,225	1,735,973	-2.76%
Municipal Court	172,473	183,350	198,103	187,591	-5.31%
Sub-Total General Government	\$ 4,110,626	\$ 4,605,600	\$ 4,247,525	4,430,917	4.32%
Police Department	\$ 4,920,485	4,489,296	\$ 4,944,591	5,794,169	17.18%
Fire Department	2,552,692	2,404,061	2,840,495	2,748,136	-3.25%
Public Works	1,733,999	1,571,432	2,168,841	2,061,782	-4.94%
Sub-Total Public Safety	\$ 9,207,176	\$ 8,464,789	\$ 9,953,927	10,604,087	6.53%
Cemeteries	\$ 280,503	\$ 291,598	\$ 304,389	392,287	28.88%
Recreation & Neighborhood Srvc	135,465	125,572	121,221	215,981	78.17%
Parks	351,514	367,094	499,671	535,808	7.23%
Planning & Code Enf	544,547	418,228	521,131	492,295	-5.53%
Economic Development	134,452	150,659	238,305	211,994	-11.04%
Sub-Total Other Departments	\$ 1,446,481	\$ 1,353,151	\$ 1,684,717	1,848,365	9.71%
Transfers to Other Funds	\$ 2,139,086	\$ 1,681,848	\$ 1,479,338	1,724,211	16.55%
TOTAL EXPENDITURES	\$ 16,903,369	\$ 16,105,388	\$ 17,365,507	18,607,580	7.15%

**City of Brunswick FY 2023 Budget
General Fund Expenditures - \$18,607,580
by Service Area**



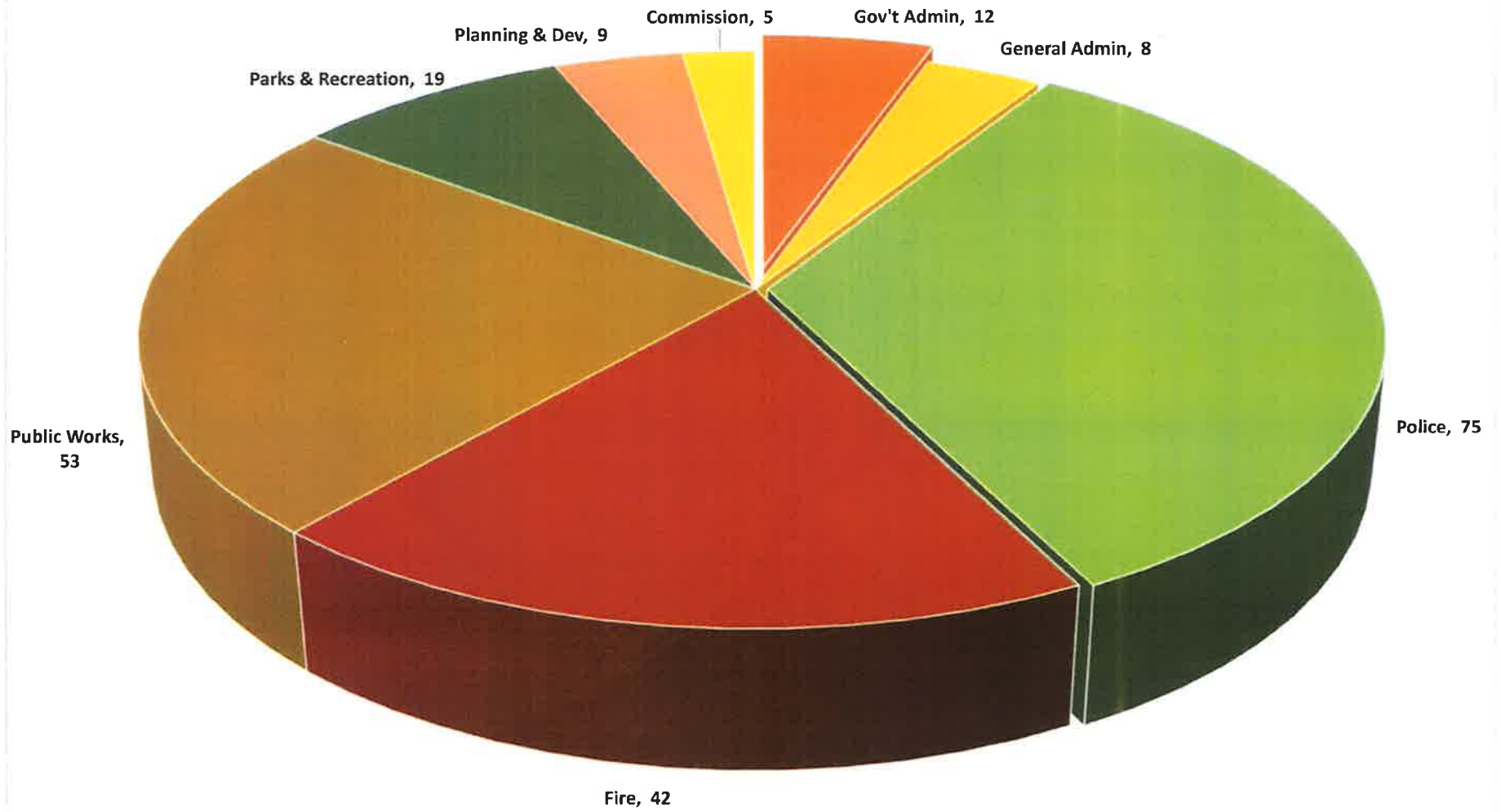
**City of Brunswick FY2023 Budget
Cost of Personnel
\$11,859,509**



City of Brunswick FY 2023 Budget

Authorized Personnel

by Purpose Total: 215 FT, 8 PT



City of Brunswick



Summary of Proposed Personnel/Operational Changes

Requested Position Changes

Department	Position	Paygrade	Cost (Salary & Benefits)	Additional Cost
Information Technology				
	Administrative Assistant	12	\$33,945.60	\$22,620.00 Change Part Time Position to Full Time
Tax Collection				
	Tax Collection Technician	12	\$31,200.00	\$12,000 Change Temp Position to Perm PT Position
Public Works				
	Facilities Maintenance*	9	\$29,224.00	\$19,776.00 over DOC contract
	Facilities Maintenance*	9	\$29,224.00	
*New positions @ \$14.05 per hour				
Total Cost of All Requests			\$123,593.60	\$62,172.00

Proposed Salary Adjustment

\$1.00 General Increase for General Employees effective July 1 st	\$98,715.05
3% COLA increase effective December 1 st	\$181,959.90



SUBJECT: ROADWAY RESURFACING OF VARIOUS STREETS – ARPA FUNDING

COMMISSION ACTION REQUESTED ON: May 18, 2022

PURPOSE:

Approval of a contract with East Coast Asphalt for asphalt resurfacing of various streets within the City

HISTORY:

The City maintains 107 miles of paved roadways. The total consists of all types of roadways from residential and neighborhood streets to collectors and arterials such as Norwich Street, Albany Street and MLK/Altama Ave. Many of these roadways are in very poor condition as the existing asphalt pavement is failing.

FACTS AND ISSUES:

The City recently commissioned a roadway paving assessment of all city roads. The assessment was completed in March 2021. All of the roadways within the City were evaluated for asphalt condition, cracking, potholes, and structural defects. The evaluation results were combined to produce a condition for each roadway segment of excellent, good, fair, critical, or lost. Approximately 25% of the City's roadways were evaluated as Good or Excellent. The majority of roadways (68.6%) were found to be Fair, and the remainder were rated as Critical or Lost.

The staff of the Engineering and Public Works Department has reviewed this assessment data and prioritized the "lost" and "critical" roadways for improvement. These roadways have been included in an asphalt resurfacing project, and the list of roadways is attached. There is approximately 5.5 miles of roadways which will be resurfaced as part of this project. The project includes a 1-1/2" asphalt surface overlay on the roadways. Some of the roadways will be milled prior to placement of the overlay course. Habersham street will also receive a 1" crack relief layer to prevent future cracking of the surface course. The project includes application of thermoplastic pavement markings following the placement of the surface course. There are also three roadways which will receive striping and pavement marking upgrades only.

The project has been advertised for construction bids, and three bids were received as follows:

East Coast Asphalt	\$ 1,200,538.88
Georgia Asphalt Producers	\$ 1,359,230.20
Seaboard Construction	\$ 2,250,474.45

The bid from East Coast Asphalt includes a unit cost of asphalt at \$121.50 per ton. The asphalt unit price in the current GAP bid is \$145 per ton, and the Seaboard price is \$215.99 per ton. Other recently awarded contracts included asphalt unit pricing as follows:

Roadway Resurfacing – 2018	\$105.00
L Street Improvements – 2019	\$101.52
Magnolia Park – Phase I – 2020	\$104.70
Magnolia Park – Phase II – 2021	\$115.48

The staff has reviewed the bids and recommends entering a contract with East Coast Asphalt for the roadway resurfacing.

The tentative start date of the project would be in late June, and the project is expected to take 30-45 days to complete.

BUDGET INFORMATION:

The project will be funded from American Rescue Plan Act (ARPA) funds. The City Manager has designated \$1 Million of ARPA funding for roadway resurfacing. The remainder of the project funding would come from remaining SPLOST VI funds.

OPTIONS:

1. Authorize the Mayor to sign a contract with East Coast Asphalt in the amount of \$1,200,538.88 for roadway resurfacing of various streets.
 2. Do not authorize the Mayor to sign a contract with East Coast Asphalt in the amount of \$1,200,538.88 for roadway resurfacing of various streets.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION:

Authorize the Mayor to sign a contract with East Coast Asphalt in the amount of \$1,200,538.88 for roadway resurfacing of various streets.

DEPARTMENT: Engineering and Public Works

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign a contract with East Coast Asphalt in the amount of \$1,200,538.88 for roadway resurfacing of various streets.

Regina McDuffie

City Manager

05/10/2022

Date

Roadway Resurfacing - ARPA Funds

Mar-22

Street	Begin (From)	End (To)	Approx. Length (ft.)	Width (ft)	Area (sq yds)	Approx. Tons (1.5" thickness)	OC Crack Relief Layer (1")	milling Required?	Centerline Striping Required (lf)	Edge line Striping Required (lf)	# of Stop Bars Required
Grant - 1	F	Gloucester	500	25	1389	114		Y	0	0	1
Grant - 2	Gloucester	Monck	500	25	1389	114			0	0	1
Grant - 3	Monck	Mansfield	500	25	1389	114			0	0	1
Treville Circle	Loop between	2nd and 3rd st	332	20	738	60			0	0	1
Carpenter	Dartmouth	Prince	1000	22	2444	200			0	0	4
London	Egmont	Albany	730	28	2271	186			0	0	6
P	Norwich	Albany	600	24	1600	131			0	0	2
Habersham	Line St	Community	3875	24	10333	846	Y		1550	3100	0
Albany - 2	First Ave	Dartmouth	350	40	1556	127			0	0	2
Oglethorpe	Prince	Dartmouth	1030	24	2747	225			0	0	4
I	MLK	Lee	520	28	1618	132			0	0	4
Heron	East Park	Kemble	525	22	1283	105			0	0	2
Union	N	Q	1500	26	4333	355			0	0	6
P	Norwich	Albany	590	22	1442	118			0	0	4
503 mansfield	Parking Lot				3700	303			0	0	0
Barbour island	Riverside	end	175	20	389	32			0	0	1

Lanier Island	Riverside	Cul-de-sac	450	20	1000	82			0	0	1
Lakeside Ave	Wildwood Ave	Shrine Rd	1500	22	3667	300		Y	0	0	1
Albany - 1	First Ave	Fourth Ave	1620	22	3960	324			0	0	2
Norwich	Fourth Ave	First Ave	1600	36	6400	524		Y	0	0	2
Ellis	R	1st Street	1520	26	4391	360			0	0	6
Ellis	K	L	485	24	1293	106			0	0	2
Ellis	Gloucester	F	470	20	1044	86		Y	0	0	2
H	Ellis	MLK	1475	26	4261	349			0	0	6
Second St	MLK	Altama	1665	28	5180	424		Y	3330	6660	0
Hunter	Hopkins	Parkwood	1070	22	2616	214			0	0	4
Brailsford	1st Street	5th Street	2000	28	6222	510			0	0	8
Wolfe	Monck	Gloucester	480	22	1173	96			0	0	2
MLK	R	Cul-de-sac	900	27	2700	221			0	0	0
Kemble	Parkwood	Starling	760	28	2364	194		Y	1520	0	1
H	Reynolds	Newcastle	320	28	996	82			0	0	1
East park	Parkwood	Willett	320	24	853	70			0	0	2
RL Senior Center	Parking Lot				1336	109			0	0	0
First St - Striping	Newcastle	Altama			0	0			7400	14800	4
Second St - Striping	Newcastle	MLK			0	0			4500	9000	4
Fourth St - Striping	Newcastle	Norwich							2050	4100	2

Fourth St - Striping	Norwich	Brailsford						1600	3200	2
Fourth St - Striping	Gordon	Stonewall						1120	2240	0
		Quantity Totals			88078	7214		18300	33560	87

ROADWAY RESURFACING OF VARIOUS STREETS

SPECIFICATIONS and CONTRACT DOCUMENTS

Prepared by:

The City of Brunswick

MARCH 2022



**Phone: (912) 267-5570
(912) 267-5540**

**ROADWAY RESURFACING
OF
VARIOUS STREETS**

BRUNSWICK, GEORGIA

MARCH 2022

TABLE OF CONTENTS

00100	Advertisement for Bids
00200	Instructions to Bidders
00300	Scope of Work
00400	Bid Form – Summary of Quantities
00450	Bid Bond
00500	Agreement
00600	Performance Bond
00610	Payment Bond
00615	E-verify Statements – Contractor Affidavits
00616	Oath
00617	Drug Free Workplace Certification
00620	Certificate of Attorney
00700	General Conditions
01600	Special Conditions
01700	Measurement & Payment
02600	Pavement
04150	Asphalt Concrete Open Graded Crack Relief Interlayer

City of Brunswick, Georgia
Advertisement for Bids

Sealed bid proposals for the **ROADWAY RESURFACING OF VARIOUS STREETS** within the City of Brunswick will be received in the Department of Engineering & Public Works, 525 Lakewood Avenue, Brunswick, Georgia, Attention City Engineer, until 11:00 a.m., legal prevailing time on Tuesday, April 5, 2022, at that time to be publicly opened and read aloud. No Bid may be withdrawn after closing for a period of 30 calendar days.

A pre-bid meeting will be held in the conference room at the Department of Engineering & Public Works, 525 Lakewood Ave, Brunswick, Georgia, on Thursday, March 24, 2022, at 10:00 a.m.

This project consists of furnishing all labor, materials and equipment necessary for **ROADWAY RESURFACING OF VARIOUS STREETS**, including cleanup and any incidental work thereto to complete the project. All work is to meet specifications and/or standards of the City of Brunswick and to include any addendums thereof and Georgia Department of Transportation Specifications.

Project will include:

- Mill Existing Asphalt Surface – approx. 30,400 sq. yds – along various streets
- 1.5” overlay of 9mm superpave – approx. 7,100 tons – along various streets
- 1” Open-graded crack relief course – approx. 540 tons – along various streets
- Thermoplastic pavement marking

Plans, specifications and Contract Documents are on file and may be obtained from the Department of Engineering & Public Works, 525 Lakewood Ave, Brunswick, Georgia. Contact Karen Rogers at (912) 267-5570.

All bidders must be licensed to conduct business of this nature in the State of Georgia. Bidders must be fully insured so as to save the City of Brunswick harmless as a result of any action or accident related to this project. A Bid Bond of 10% of the amount of the bid must accompany the bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, each in the amount of 100% of the total Contract amount.

During the course of construction, the contractor shall have a superintendent on the site at all times during performances of the work. Monthly progress pay requests will be submitted on the last working day of each month to the City Engineer for payment. The City will honor same within 10 days after receipt.

The City of Brunswick, owner, reserves the right to reject any and all bids, negotiate, waive informalities and/or make the award in the best interest of the City of Brunswick.

City of Brunswick
Cosby Johnson, Mayor

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Defined Terms: Terms used in these Instructions to Bidders which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the City of Brunswick, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful Proposer" means the lowest, qualified, responsible and responsive Bidders to whom City of Brunswick (on the basis of City of Brunswick's evaluation as hereinafter provided) makes an award. The term "Bid Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids.) (See Page V-2)
2. Copies of Bid Documents:
 - 2.1 Complete sets of the Bid Documents in the number and for the sum, if any, stated in the Advertisement for Bids may be obtained from the City of Brunswick.
 - 2.2 Complete sets of Bid Documents must be used in preparing Bids; neither City of Brunswick nor Engineer (or architect) assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
 - 2.3 City of Brunswick and Engineer (or architect) in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
3. Qualifications of Bidders: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City of Brunswick's request; written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the Supplementary Conditions. Each Bid must contain evidence of Proposer's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.
4. Examination of Contract Documents and Site:
 - 4.1 It is the responsibility of each Bidders before submitting a Bid , to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Proposer's observations with the Contract Documents, and (3) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidders may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of Bid or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions, (except Underground Facilities), which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidders may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of Bid or construction.

Copies of such reports and drawings will be made available by City of Brunswick to any Bidders on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidders is entitled to rely as provided in Paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Brunswick and Engineer by Owners of such Underground Facilities or others, and City of Brunswick does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5 Before submitting a Bid, each Bidders will, at Proposer's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidders deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6 On request in advance, City of Brunswick will provide each Bidders access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidders shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by City of Brunswick unless otherwise provided in the Contract Documents.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidders that Bidders has complied with every requirement of this paragraph 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
5. Interpretations and Addenda:
- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the City Engineer. Interpretations or clarifications considered necessary by City Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by City Engineer as having received the Bid Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bid Documents as deemed advisable by City of Brunswick or Engineer.
6. Bid Security:
- 6.1 Each Bid must be accompanied by Bid security made payable to City of Brunswick in an amount of ten percent of the Proposer's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- 6.2 The Bid security of the Successful Bidders will be retained until such Bidders has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidders fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, City of Brunswick may annul the Notice of Award and the Bid security of those Bidders will be forfeited. The Bid security of other Bidders whom City of Brunswick believes to have a reasonable chance of receiving the award may be retained by City of Brunswick until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening,

whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Contract Time: The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. Liquidated Damages: If the Contractor shall fail to complete satisfactorily all the work within the contract time, or extended contract time if authorized by change orders, then the Contractor will pay to the City of Brunswick the amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in satisfactory completion of all the work is due solely to the following and the Contractor has promptly given written notice of such delay to the City of Brunswick or Engineer within 10 days of the commencement thereof:

- a. To any preference, priority or allocation order duly issued by the City of Brunswick, or
- b. To unforeseeable causes beyond the control and without any fault or negligence of the Contractor, or a subcontractor, including but not restricted to, acts of God, acts of the public enemy, acts of the City of Brunswick, fires, floods, epidemics, quarantine restrictions and abnormal and unforeseeable weather, or
- c. To any delays of subcontractors occasioned solely by any of the causes specified in paragraphs (a) and (b) other than delays due to fault or negligence of the Contractor or another subcontractor.

9. Substitute or "Or Equivalent" Items: The materials and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidders and has been received by Engineer at least fifteen days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If Engineer approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. This paragraph will only apply to major materials and equipment listed in the Bid.

10. Subcontractors, Suppliers and Others:

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to City of Brunswick in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Proposer, and any other Bidders so requested, shall within seven days after the Bid opening submit to City of Brunswick a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by City of Brunswick. If City of Brunswick or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidders to submit an acceptable substitute without an increase in Bid price.

If apparent Successful Bidders declines to make any such substitution, City of Brunswick may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Proposer. Any Subcontractor, Supplier, other person or organization listed and to whom City of Brunswick or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City of Brunswick and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

- 10.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. Bid:

- 11.1 The Bid is included with the Bid Documents; additional copies may be obtained from Engineer.
- 11.2 All blanks in the Bid must be completed in ink or by typewriter.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.
12. Submission of Bids:
- 12.1 Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidders and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- 12.2 Prospective Bidders are furnished one bound copy of the Bid Documents. The Bid is to be completed and submitted with Bid Security.
13. Modification and Withdrawal of Bids:
- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidders files a duly signed, written notice with City of Brunswick and promptly thereafter demonstrates to the reasonable satisfaction of City of Brunswick that there was a material and substantial mistake in the preparation of its Bid , that Bidders may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further Bid on the Work to be provided under the Contract Documents.
14. Opening of Bids: Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.
15. Bids to Remain Subject to Acceptance: All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but City of Brunswick may, in its sole discretion, release any Bid and return the Bid security prior to that date.
16. Award of Contract:
- 16.1 City of Brunswick reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, City of

Brunswick reserves the right to reject the Bid of any Bidders if City of Brunswick believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Bid is not responsive or the Bidders is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City of Brunswick. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 16.2 In evaluating Bids, City of Brunswick will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 City of Brunswick may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Brunswick also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 City of Brunswick may conduct such investigations as City of Brunswick deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City of Brunswick's satisfaction within the prescribed time.
- 16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidders whose evaluation by City of Brunswick indicates to City of Brunswick that the award will be in the best interest of the Project.
- 16.6 If the Contract is to be awarded, City of Brunswick will give the Successful Bidders a Notice of Award within sixty days after the day of the Bid opening.
17. Contract Security: Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth City of Brunswick's requirements as to Performance and Payment Bonds. When the Successful Bidders delivers the executed Agreement to City of Brunswick, it must be accompanied by the required Performance and Payment Bonds.
18. Signing of Agreement: When City of Brunswick gives a Notice of Award to the Successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Brunswick with the required Bonds. Within ten days thereafter City of Brunswick shall deliver one fully signed counterpart to Contractor.

19. Laws and Regulations: The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the City of Brunswick. He shall at all times, himself, observe and comply with all such existing and future laws, ordinances and regulations and shall protect and indemnify the City of Brunswick and its agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or by his employees.

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we East Coast Asphalt, LLC
822 RC Drive Douglas Georgia 31535

as Principal, hereinafter called the Principal, and Berkley Insurance Company
475 Steamboat Road Greenwich CT 06830

a corporation duly organized under the laws of the State of Delaware

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Brunswick 525 Lakewood Ave, Brunswick, Georgia 31520

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of the attached bid

Dollars (\$ 10 % of bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resurfacing Improvements to Various Streets

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount of which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of April 20 22

East Coast Asphalt, LLC

Kelly Murray
(Witness)

Ray A. Ricketson


(Title)

Berkley Insurance Company

Renee Meyer
(Witness)

Jonathan R. Griffin


(Title)

Attorney-in-fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Jonathan Richard Griffin of Father & Son Insurance & Financial Services, Inc. dba Griffin Insurance Agency of Douglas, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18th day of September, 2019.

Attest:

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 18th day of September 2019 by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 18th day of April 2022.

(Seal)

Vincen P. Forte
Vincen P. Forte

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00400 - BID FORM

Roadway Resurfacing - Various Streets

Item #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization, Traffic Control, Erosion & Sedimentation Control, & other incidental items	LS	1	5,000.00	5,000.00
2	Traffic Control	LS	1	143,695.00	143,695.00
3	Mill Existing Asphalt Concrete (1.5")	SY	20,044	3.02	60,532.88
4	Open-Graded Crack Relief Layer (1")	TN	545	120.00	65,400.00
5	9.5 mm Superpave Recycled Asphalt Concrete - 1.5" Resurfacing	TN	7,214	121.50	876,501.00
6	Solid Traffic Stripe - 5" Yellow - Thermoplastic	LM	3.5	3,400.00	11,900.00
7	Solid Traffic Stripe - 5" White - Thermoplastic	LM	6.4	3,400.00	21,760.00
8	Solid Traffic Stripe - 8" White - Thermoplastic	LF	200	3.00	600.00
9	Pavement Marking - Arrows - Type 2 - Thermoplastic	EA	4	75.00	300.00
10	Pavement Marking - Arrows - Type 3 - Thermoplastic	EA	4	75.00	300.00
11	Pavement Marking - Stop Bars Thermoplastic - 24"	EA	87	150.00	13,050.00
12	Pavement Marking - Crosswalks - Thermoplastic (GDOT Standard)	EA	3	500.00	1,500.00
				TOTAL	\$ 1,200,538.88

Item #5 - Asphalt Resurfacing shall included cost for riser rings and other grade adjustment of manholes, valve boxes, and other utility appurtenances.

Signed 
 Ray Ricketson, Owner

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the City of Brunswick, Georgia, hereinafter called "OWNER" and East Coast Asphalt doing business as a for-profit corporation in the State of Georgia, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the ROADWAY RESURFACING OF VARIOUS STREETS and all other incidental work required by the Contract Documents for a complete project hereinafter called the "WORK". The "WORK" shall also include General and Special Conditions and the price included in the items in the CONTRACT and no separate payment will be made for same.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the cleaning, edging, construction and completion of the WORK.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date indicated in the NOTICE TO PROCEED and will complete the project in **45 calendar days** unless the contract time is extended as provided in the General Conditions. A liquidated damage penalty will be assessed at a unit rate of \$750 per day for each day the work exceeds the allotted time unless a written extension request and justification for delays are submitted to the City and approved in writing by the City a minimum of (30) days prior to the contract deadline.
4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT

DOCUMENTS and comply with the terms therein for the sum of One Million, two hundred thousand, five hundred thirty-eight and 88/100 (\$1,200,538.88), or as shown in the Proposal schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- 00100 Advertisement for Bids
- 00200 Instructions to Bidders
- 00300 Scope of Work
- 00310 Scope of Work – Notes
- 00400 Bid
- 00450 Bid Bond
- 00500 Agreement
- 00600 Performance Bond
- 00610 Payment Bond
- 00615 E-Verify and Oath
- 00620 Certificate of City of Brunswick's Attorney
- 00700 General Conditions

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Partial pay estimates shall be in accordance with the Supplementary Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) counterparts each of which shall be deemed an original on the date first above written.

CITY OF BRUNSWICK:

BRUNSWICK, GEORIGIA

BY: _____

(SEAL)

NAME: Cosby Johnson

Title: Mayor

ATTEST:

Name: _____

Title: _____

CONTRACTOR:

BY: _____

NAME: _____

(SEAL)

ADDRESS: _____

ATTEST:

Name: _____

END OF SECTION

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2022.

ATTEST:

(Principal Secretary)

Principal

(SEAL)

BY: _____(s)

(Address)

Witness as to Principal

(Address)

Surety

By: _____
Attorney-in-Fact and
Georgia Resident Agent

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION

SECTION 00610

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

East Coast Asphalt
(Name of Contractor)

822 RC Drive, Douglas, GA 31535
(Address of Contractor)

a limited liability corporation, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Brunswick, Georgia

601 Gloucester Street, Brunswick, Georgia, 31520

hereinafter called OWNER, in the penal sum of

one million, two hundred thousand, five hundred thirty-eight and 88/100 Dollars (\$1,200,538.88)
in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

ROADWAY RESURFACING OF VARIOUS STREETS

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

City of Brunswick, GA
ROADWAY RESURFACING OF VARIOUS STREETS
MARCH 2022

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2022.

ATTEST:

(Principal Secretary)
(SEAL)

Principal

BY: _____(s)

(Address)

Witness as to Principal

(Address)

Surety

By: _____
Attorney-in-Fact and
Georgia Resident Agent

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION



Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Brunswick, GA, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

486377
Federal Work Authorization User Identification Number
1-9-12
Date of Authorization
East Coast Asphalt LLC
Name of Contractor
Roadway Resurfacing of Various Streets
Name of Project
City of Brunswick
Name of Public Employer

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

Executed on April, 5, 2022 in Douglas (city), GA (state).


Signature of Authorized Officer or Agent

Ray Ricketson Owner
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this 5TH day of April, 20 22.


NOTARY PUBLIC

My Commission Expires: Oct. 13, 2025





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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (*name of contractor*) on behalf of the City of Brunswick, GA, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2022 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this ____ day of _____, 2022.

NOTARY PUBLIC

Commission Expires

OATH

State of Georgia

County of Glynn

City of Brunswick

I, Ray Ricketson, solemnly swear that in the procurement of the contract ROADWAY RESURFACING OF VARIOUS STREETS, that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, corporation or partnership has caused or induced any other bidder or proposer to withdraw his/her bid or proposal from consideration for this project. Said oath is filled in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This 5TH day of April 2022

Signed by 

East Coast Asphalt LLC

(Corporate or Partnership Name)

Sworn to and subscribed

before me this 5TH day of April 2022

NOTARY PUBLIC 

My Commission Expires: 10-13-25

(SEAL)



City of Brunswick, Georgia
ROADWAY RESURFACING OF VARIOUS STREETS
MARCH 2022

DRUG FREE WORK PLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

- Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- As a condition of working on the commodities or contractual services then under Proposal, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

East Coast Asphalt LLC

Company Name


Authorized Signature

Owner

Title

4-5-22

Date

SECTION 00620

CERTIFICATE OF ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that to the best of my knowledge, without independent verification, each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature of Attorney

Date

END OF SECTION

SECTION 00700
GENERAL CONDITIONS
TABLE OF CONTENTS OF GENERAL CONDITIONS

Article Number	Title	Page
1.	Definitions	00700-1
2.	Preliminary Matter	00700-3
3.	Contract Documents: Intent, Amending, Reuse	00700-5
4.	Availability of Lands; Physical Conditions; Reference Points	00700-6
5.	Bonds and Insurance	00700-9
6.	Contractor's Responsibilities	00700-12
7.	Other Work	00700-20
8.	Owner's Responsibilities	00700-21
9.	Construction Manager's Status During Construction	00700-21
10.	Changes in the Work	00700-24
11.	Change of Contract Price	00700-25
12.	Change of Contract Time	00700-29
13.	Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work	00700-30
14.	Payments to Contractor and Completion	00700-33
15.	Suspension of Work and Termination	00700-38
16.	Arbitration	00700-40
17.	Miscellaneous	00700-41

INDEX TO GENERAL CONDITIONS

	Paragraph Number
Acceptance of Insurance	5.7
Access to the Work.	13.2
Addenda - definition of (see definition of Specifications)	1
Agreement - definition	1
All Risk Insurance	5.4
Amendment, Written	1,3.4.1
Application for Payment, definition of	1
Application for Payment, Final	14.12
Application for Progress Payment	14.2
Application for Progress Payment-review of	14.4-14.7
Arbitration	16
Authorized Variation in Work	9.5
Availability of Lands	4.1
Award, Notice of-defined	1
Before Starting Construction	2.5-2.7
Bid-definition of	1
Bonds and Insurance-in general	5
Bonds-definition of	1
Bonds, Delivery of	2.1
Cash Allowances	11.8
Change Order-definition of	1
Change Orders-to be executed	10.4
Changes in the Work	10
Claims, Waiver of-on Final Payment	14.16
Clarifications and Interpretations	9.4
Cleaning	6.17
Completion	14
Completion, Substantial	14.8-14.9
Conference, Preconstruction	2.8
Conflict, Error, Discrepancy-Contractor to Report	2.5,3.3
Construction Machinery, Equipment, etc.	6.4
Continuing Work	6.29
Contract Documents-amending and supplementing	3.4-3.5
Contract Documents-definition of	1
Contract Documents-Intent	3.1-3.3
Contract Documents-Reuse of	3.6
Contract Price, Change of	11
Contract Price-definition	1
Contract Time, Change of	12
Contract Time, Commencement of	2.3
Contractor Time-definition of	1
Contractor May Stop Work or Terminate	15.5
Contractor's Continuing Obligation	14.15

Contractor's Duty to Report Discrepancy in Documents	2.5,3.2
Contractor's Fee-Cost Plus	11.4.5.6, 11.5.1, 11.6, 11.7
Contractor's Liability Insurance	5.1
Contractor's Responsibilities-in general	6
Contractor's Warranty of Title	14.3
Contractors-other	7
Contractual Liability Insurance	5.1
Coordinating Contractor-definition of	7.4
Coordination	7.4
Copies of Documents	2.2
Correction or Removal of Defective Work	13.11
Correction, Removal or Acceptance of Defective	
Work-in general	13.11-13.14
Cost-net decrease	11.6.2
Costs, Supplemental	11.4.5
Day-definition of	1
Defective-definition of	1
Defective Work, Acceptance of	13.13
Defective Work, Correction or Removal of	13.11
Defective Work-in general	13, 14.7, 14.11
Defective Work, Rejecting	9.6
Definitions	1
Delivery of Bonds	2.1
Determination for Unit Prices	9.10
Disputes, Decisions by Construction Manager	9.11-9.12
Documents, Copies of	2.2
Documents, Record	6.19
Documents, Reuse	3.6
Drawings-definition of	1
Easements	4.1
Effective date of Agreement-definition of	1
Emergencies	6.22
Construction Manager-definition of	1
Construction Manager's Decisions	9.10-9.12
Construction Manager's-Notice Work is Acceptable	14.13
Construction Manager's Recommendation of Payment	14.4, 14.13
Construction Manager's Responsibilities, Limitations on	6.6, 9.11, 9.13-9.16
Construction Manager's Status During Construction-in general	9
Equipment, Labor, Materials and	6.3-6.6
Equivalent Materials and Equipment	6.7
Explorations of physical conditions	4.2
Fee, Contractor's-Cost Plus	11.6
Field Order-definition of	1
Field Order-issued by Construction Manager	3.5.1, 9.5
Final Application for Payment	14.12
Final Inspection	14.11
Final Payment and Acceptance	14.13

Final Payment, Recommendation of	14.13-14.14
General Provisions	17.3-17.4
General Requirements-definition of	1
General Requirements-principal references to	2.6, 4.4, 6.4, 6.6-6.7, 6.23
Giving Notice	17.1
Guarantee of Work-by Contractor	13.1
Indemnification	6.30-6.32, 7.5
Inspection, Final	14.11
Inspection, Tests and	13.3
Insurance, Bonds and-in general	5
Insurance, Certificates of	2.7, 5
Insurance-completed operations	5.1
Insurance, Contractor's Liability	5.1
Insurance, Contractual Liability	5.2
Insurance, Owner's Liability	5.3
Insurance, Property	5.4-5.10
Insurance-Waiver of Rights	5.4
Intent of Contract Documents	3.3, 9.14
Interpretations and Clarifications	9.4
Investigations of physical conditions	4.2
Labor, Materials and Equipment	6.3-6.5
Laws and Regulations-definition of	1
Laws and Regulations-general	6.14
Liability Insurance-Contractor's	5.1
Liability Insurance-Owner's	5.3
Liens-definitions of	14.2
Limitations on Construction Manager's Responsibilities	6.6, 9.13-9.16
Materials and Equipment-furnished by Contractor	6.3
Materials and Equipment-not incorporated in Work	14.2
Materials or equipment-equivalent	6.7
Miscellaneous Provisions	17
Multi-prime Contracts	7
Notice, Giving of	17.1
Notice of Acceptability of Project	14.13
Notice of Award-definition of	1
Notice to Proceed-definition of	1
Notice to Proceed-giving of	2.3
"Or-Equal" Items	6.7
Other Contractors	7
Other Work	7
Overtime Work-prohibition of	6.3
Owner-definition of	1
Owner May Correct Defective Work	13.14
Owner May Stop Work	13.10

Owner May Suspend Work, Terminate	15.1-15.4
Owner's Duty to Execute Change Orders	11.8
Owner's Liability Insurance	5.3
Owner's Representative-Construction Manager to serve as	9.1
Owner's Responsibilities-in general	8
Owner's Separate Representative at Site	9.3
Partial Utilization	14.10
Partial Utilization-definition of	1
Partial Utilization -Property Insurance	5.8
Patent Fees and Royalties	6.12
Payments, Recommendations of	14.4-14.7, 14.13
Payments to Contractor-in general	14
Payments to Contractor-when due	14.4, 14.13
Payments to Contractor-withholding	14.7
Permits	6.13
Physical Conditions	4.2
Physical Conditions-Construction Manager's review	4.2.4
Physical Conditions-existing structures	4.2.2
Physical Conditions-explorations and reports	4.2.1
Physical Conditions-possible document change	4.2.5
Physical Conditions-price and time adjustments	4.2.6
Physical Conditions-report of differing	4.2.3
Physical Conditions-underground facilities	4.3
Preconstruction Conference	2.8
Preliminary Matters	2
Premises, Use of	6.16-6.18
Price, Change of Contract	11
Price-Contract-definition of	1
Progress Payment, Applications for	14.2
Progress Payment-retainage	14.2
Progress schedule	2.6, 2.9, 6.6, 6.29, 15.2.6
Project-definition of	1
Project Representation-provision for	9.3
Project Representation, Resident-definition of	1
Project, Starting the	2.4
Property Insurance	5.4-5.8
Property Insurance-partial utilization	5.8
Property Insurance-receipt and application of proceeds	5.5
Protection, Safety and	6.20-6.21
Punch list	14.11
Recommendation of Payment	14.4, 14.13
Record Documents	6.19
Reference Points	4.4
Regulations, Laws and	6.14
Rejecting Defective Work	9.6
Related Work at Site	7.1-7.3
Remedies Not Exclusive	17.4
Removal or Correction of Defective Work	13.11

Resident Project Representative-definition of	1
Resident Project Representative-provision for	9.3
Responsibilities, Contractor's-in general	6
Responsibilities, Construction Manager's-in general	9
Responsibilities, Owner's-in general	8
Retainage (Reference Section 00800 – Supplementary Conditions	14.2
Item No. 20)	14.8
	14.14
Reuse of Documents	3.6
Rights of Way	4.1
Royalties, Patent Fees and	6.12
Safety and Protection	6.20-6.21
Samples	6.23-6.28
Schedule of Progress	2.6,2.8-
	2.9,6.6,6.29,15.2.6
Schedule of Shop Drawing submissions	2.6, 2.8-2.9, 6.23,
	14.1
Schedule of values	2.6, 2.8-2.9, 14.1
Schedules, Finalizing	2.9
Shop Drawings and Samples	6.23-6.28
Shop Drawings-definition of	1
Shop Drawings, use to approve substitutions	6.7.3
Site, Visits to-by Construction Manager	9.2
Specifications-definition of	1
Starting Construction, Before	2.5-2.8
Starting the Project	2.4
Stopping Work-by Contractor	15.5
Stopping Work-by Owner	13.10
Subcontractor-definition of	1
Subcontractors-in general	6.8-6.11
Subcontracts-required provisions	6.11, 11.4.3
Substantial Completion-certification of	14.8
Substantial Completion-definition of	1
Substitute or "Or-Equal" Items	6.7
Subsurface Conditions	4.2-4.3
Supplemental costs	11.4.5
Supplementary Conditions-definition of	1
Supplementary Conditions-principal references to	2.2, 4.2, 5.1, 5.4-
	5.5,6.3, 6.13, 6.23,
	7.4, 9.3
Surety-consent to payment	14.12, 14.14
Surety-Construction Manager has no duty to	9.13
Surety-notice to	10.1, 10.5, 15.2
Suspending Work, by Owner	15.1
Suspension of Work and Termination-in general	15
Superintendent-Contractor's	6.2
Supervision and Superintendence	6.1-6.2
Taxes-Payment by Contractor	6.15

Termination-by Contractor	15.5
Termination-by Owner	15.2-15.4
Termination, Suspension of Work and-in general	15
Tests and Inspections	13.3-13.7
Time, Change of Contract	12
Time, Computation of	17.2
Time, Contract-definition of	1
Uncovering Work	13.8-13.9
Underground Facilities-definition of	1
Underground Facilities-not shown or indicated	4.3.2
Underground Facilities-protection of	4.3, 6.20
Underground Facilities-shown or indicated	4.3.1
Unit Price Work-definition of	1
Unit Price Work-general	11.9, 14.1, 14.5
Unit Prices	11.3.1
Unit Prices, Determinations for	9.10
Use of Premises	6.16-6.18
Utility Owners	6.13, 6.20, 7.2-7.3
Values, Schedule of	2.6, 2.9, 14.1
Variations in Work-Authorized	6.25, 6.27, 9.5
Visits to Site-by Construction Manager	9.2
Waiver of Claims-on Final Payment	14.16
Waiver of Rights by Insured Parties	5.8, 6.11
Warranty and Guarantee-by Contractor	13.1
Warranty of Title, Contractor's	14.3
Work, Access to	13.2
Work-by others	7
Work Continuing During Disputes	6.29
Work, Cost of	11.4-11.5
Work-definition of	1
Work Directive Change-definition of	1
Work Directive Change-principal references to	3.4.3, 10.1-10.2
Work, Neglected by Contractor	13.14
Work, Stopping by Contractor	15.5
Work, Stopping by Owner	15.1-15.4
Written Amendment-definition of	1
Written Amendment-principal references to	3.4.1, 10.1, 11.2, 12.1

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - (Also known as Contract) The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by CONSTRUCTION MANAGER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by CONSTRUCTION MANAGER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the

Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSTRUCTION MANAGER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSTRUCTION MANAGER and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

CONSTRUCTION MANAGER - The person, firm or corporation named as such in the Agreement.

Field Order - A written order issued by CONSTRUCTION MANAGER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

* **General Requirements** - Sections of Division 1 of the Specifications.

Laws and Regulations: Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to CONSTRUCTION MANAGER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER - The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of CONSTRUCTION

MANAGER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SubCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SubCONTRACTOR for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSTRUCTION MANAGER as evidenced by CONSTRUCTION MANAGER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes,

vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by CONSTRUCTION MANAGER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-CONSTRUCTION MANAGERing or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1

Copies of Documents:

2.2 CONSTRUCTION MANAGER shall furnish to CONTRACTOR up to six copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3 The Contract Time will commence to run on the date indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the thirtieth day after the Effective Date of the Agreement.

Starting the Project:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSTRUCTION MANAGER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSTRUCTION MANAGER before proceeding with any Work affected thereby; however, CONTRACTOR

shall not be liable to OWNER or CONSTRUCTION MANAGER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to CONSTRUCTION MANAGER for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to CONSTRUCTION MANAGER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.1 and 5.2, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.4 and 5.5.

Preconstruction Conference:

2.8 Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a

conference attended by CONTRACTOR, CONSTRUCTION MANAGER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9 At least ten days before submission of the first Application for Payment, CONTRACTOR, CONSTRUCTION MANAGER and others as appropriate will finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSTRUCTION MANAGER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSTRUCTION MANAGER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to CONSTRUCTION MANAGER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSTRUCTION MANAGER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any

Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSTRUCTION MANAGER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSTRUCTION MANAGER, or any of CONSTRUCTION MANAGER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by CONSTRUCTION MANAGER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSTRUCTION MANAGER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSTRUCTION MANAGER; however, CONTRACTOR shall not be liable to OWNER or CONSTRUCTION MANAGER for failure to report any conflict, error or

discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4 The Contract Documents may be amend/provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 a formal Written Amendment,

3.4.2 a Change Order (pursuant to paragraph 10.4), or

3.4.3 a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraph 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1 a Field Order (pursuant to paragraph 9.5),

3.5.2 CONSTRUCTION MANAGER's review of a Shop Drawings or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3 CONSTRUCTION MANAGER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6 Neither CONTRACTOR nor any SubCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or

OWNERship rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSTRUCTION MANAGER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSTRUCTION MANAGER and specific written verification or adaptation by CONSTRUCTION MANAGER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSTRUCTION MANAGER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRAC-

TOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the Supplementary Conditions for identification of those ded to

rawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by CONSTRUCTION MANAGER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and CONSTRUCTION MANAGER in writing about the inaccuracy or difference.

4.2.4 CONSTRUCTION MANAGER's Review: CONSTRUCTION MANAGER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of CONSTRUCTION MANAGER's finding and conclusions.

4.2.5 Possible Document Change: If CONSTRUCTION MANAGER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that these are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions - Underground Facilities:

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or CONSTRUCTION MANAGER by the OWNERS of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 OWNER and CONSTRUCTION MANAGER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the OWNERS of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the OWNER of such Underground Facility and give written notice thereof to that OWNER and to OWNER and CONSTRUCTION MANAGER.

CONSTRUCTION MANAGER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or

both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4 OWNER shall provide CONSTRUCTION MANAGER surveys to establish reference points for construction which in CONSTRUCTION MANAGER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and reserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSTRUCTION MANAGER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1 CONTRACTOR shall furnish performance and payments Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form

prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.3, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR's Liability Insurance:

5.3 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any subCONTRACTOR, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the OWNERship, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONSTRUCTION MANAGER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such

completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

OWNER's Liability Insurance:

5.5 OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Waiver of Rights:

5.7

5.7.1 OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance and any other property insurance applicable to the Work, and also waive all such rights against the SubCONTRACTORS, CONSTRUCTION MANAGER, CONSTRUCTION MANAGER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a SubCONTRACTOR will contain similar waiver provisions by the SubCONTRACTOR in favor of OWNER, CONTRACTOR, CONSTRUCTION MANAGER, CONSTRUCTION MANAGER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by

OWNER as trustee or otherwise payable any policy so issued.

5.7.2 OWNER and CONTRACTOR intend that any policies provided shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by CONSTRUCTION MANAGER or CONSTRUCTION MANAGER's consultant OWNER will obtain the same, and if such waiver forms are required of any SubCONTRACTOR, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.8 Any insured loss under the policies of insurance required will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.6. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.9 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in

writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.10 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.1 and 5.2 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

5.11 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or

lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSTRUCTION MANAGER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools,

appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSTRUCTION MANAGER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSTRUCTION MANAGER, or any of CONSTRUCTION MANAGER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 to 9.16.

Adjusting Progress Schedule:

6.6 CONTRACTOR shall submit to CONSTRUCTION MANAGER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or

equipment of other Suppliers may be accepted by CONSTRUCTION MANAGER if sufficient information is submitted by CONTRACTOR to allow CONSTRUCTION MANAGER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by CONSTRUCTION MANAGER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by CONSTRUCTION MANAGER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to CONSTRUCTION MANAGER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered

by CONSTRUCTION MANAGER in evaluating the proposed substitute. CONSTRUCTION MANAGER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to CONSTRUCTION MANAGER, if CONTRACTOR submits sufficient information to allow CONSTRUCTION MANAGER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by CONSTRUCTION MANAGER will be similar to that provided in paragraph 6.7.1 as applied by CONSTRUCTION MANAGER and as may be supplemented in the General Requirements.

6.7.3 CONSTRUCTION MANAGER will be allowed a reasonable time within which to evaluate each proposed substitute. CONSTRUCTION MANAGER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without CONSTRUCTION MANAGER's prior written acceptance which will be evidenced by either a Change Order or a reviewed Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. CONSTRUCTION MANAGER will record time required by CONSTRUCTION MANAGER and CONSTRUCTION MANAGER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not CONSTRUCTION MANAGER accepts a

proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of CONSTRUCTION MANAGER and CONSTRUCTION MANAGER's consultants for evaluating each proposed substitute.

Concerning SubCONTRACTORS, Suppliers and Others:

6.8.1 CONTRACTOR shall not employ any SubCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and CONSTRUCTION MANAGER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or CONSTRUCTION MANAGER may have reasonable objection. CONTRACTOR shall not be required to employ any SubCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 If the Supplementary Conditions require the identity of certain SubCONTRACTORS, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSTRUCTION MANAGER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or CONSTRUCTION MANAGER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such SubCONTRACTOR, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price

will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or CONSTRUCTION MANAGER of any such SubCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSTRUCTION MANAGER to reject defective Work.

6.9 CONTRACTOR shall be fully responsible to OWNER and CONSTRUCTION MANAGER for all acts and omissions of the SubCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSTRUCTION MANAGER and any such SubCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSTRUCTION MANAGER to pay or to see to the payment of any moneys due any such SubCONTRACTOR, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SubCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a SubCONTRACTOR will be pursuant to an appropriate agreement between CONTRACTOR and the SubCONTRACTOR which specifically binds the SubCONTRACTOR to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSTRUCTION MANAGER and contains waiver provisions as required by paragraph 5.8. CONTRACTOR shall pay each SubCONTRACTOR a just share

of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraph 5.4 and 5.5.

Patent Fees and Royalties:

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or CONSTRUCTION MANAGER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and CONSTRUCTION MANAGER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility

OWNERS for connections to the Work, and OWNER shall pay all charges of such utility OWNERS for capital costs related thereto.

Laws and Regulations:

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSTRUCTION MANAGER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSTRUCTION MANAGER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to CONSTRUCTION MANAGER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Uses of Premises:

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of

workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the OWNER or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSTRUCTION MANAGER by any such OWNER or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSTRUCTION MANAGER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of CONSTRUCTION MANAGERS, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSTRUCTION MANAGER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor

shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all reviewed Shop Drawings will be available to CONSTRUCTION MANAGER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSTRUCTION MANAGER for OWNER.

Safety and Protection:

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body

having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify OWNERS of adjacent property and of Underground Facilities and utility OWNERS when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any SubCONTRACTOR, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or CONSTRUCTION MANAGER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSTRUCTION MANAGER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from CONSTRUCTION MANAGER or OWNER, is obligated to act to prevent threatened damage,

injury or loss. CONTRACTOR shall give CONSTRUCTION MANAGER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If CONSTRUCTION MANAGER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to CONSTRUCTION MANAGER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, three copies plus the number of copies required by the CONTRACTOR (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSTRUCTION MANAGER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSTRUCTION MANAGER to review the information as required.

6.24 CONTRACTOR shall also submit to CONSTRUCTION MANAGER for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be

identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and review or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2 At the time of each submission, CONTRACTOR shall give CONSTRUCTION MANAGER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSTRUCTION MANAGER for review of each such variation.

6.26 CONSTRUCTION MANAGER will review with reasonable promptness Shop Drawings and samples, but CONSTRUCTION MANAGER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSTRUCTION MANAGER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by

CONSTRUCTION MANAGER on previous submittals.

6.27 CONSTRUCTION MANAGER's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSTRUCTION MANAGER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and CONSTRUCTION MANAGER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by CONSTRUCTION MANAGER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CONSTRUCTION MANAGER's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30 To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless OWNER, CONSTRUCTION MANAGER, CONSTRUCTION MANAGER'S consultants and agents and employees of any of them from and against all claims, damages and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such

claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a SubCONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 6.30.

6.31 In any and all claims against OWNER or CONSTRUCTION MANAGER or any of their consultants, agents or employees by any employee of CONTRACTOR, any SubCONTRACTOR, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such SubCONTRACTOR or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of CONSTRUCTION MANAGER, CONSTRUCTION MANAGER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - OTHER WORK

Related Work at Site:

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility OWNERS or let other direct contracts therefor

which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2 CONTRACTOR shall afford each utility OWNER and other CONTRACTOR who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSTRUCTION MANAGER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility OWNERS and other CONTRACTORS to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility OWNERS and other CONTRACTORS.

7.3 If any part of the CONTRACTOR's Work depends for proper execution or results upon the work of any such other CONTRACTOR or utility OWNER (or OWNER), CONTRACTOR shall inspect and promptly report to CONSTRUCTION MANAGER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will

constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

Coordination:

7.4 If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime CONTRACTORS will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor CONSTRUCTION MANAGER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all communications to CONTRACTOR through CONSTRUCTION MANAGER.

8.2 In case of termination of the employment of CONSTRUCTION MANAGER, OWNER shall appoint an CONSTRUCTION MANAGER against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former CONSTRUCTION MANAGER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER's duties in respect of providing lands and easements and providing CONSTRUCTION MANAGERing surveys to establish reference points are set forth in

paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSTRUCTION MANAGER in preparing the Drawings and Specifications.

8.5 OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.3 through 5.6.

8.6 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - CONSTRUCTION MANAGER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1 CONSTRUCTION MANAGER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of CONSTRUCTION MANAGER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSTRUCTION MANAGER.

Visits to Site:

9.2 CONSTRUCTION MANAGER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSTRUCTION MANAGER will

not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. CONSTRUCTION MANAGER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, CONSTRUCTION MANAGER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3 If OWNER and CONSTRUCTION MANAGER agree, CONSTRUCTION MANAGER will furnish a Resident Project Representative to assist CONSTRUCTION MANAGER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not CONSTRUCTION MANAGER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4 CONSTRUCTION MANAGER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSTRUCTION MANAGER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5 CONSTRUCTION MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6 CONSTRUCTION MANAGER will have authority to disapprove or reject Work which CONSTRUCTION MANAGER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7 In connection with CONSTRUCTION MANAGER's responsibility for Shop Drawings and samples, see paragraph 6.23 through 6.29 inclusive.

9.8 In connection with CONSTRUCTION MANAGER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9 In connection with CONSTRUCTION MANAGER's responsibilities in respect of Application for Payment, see Article 14.

Determinations for Unit Prices:

9.10 CONSTRUCTION MANAGER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. CONSTRUCTION

MANAGER will review with CONTRACTOR CONSTRUCTION MANAGER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). CONSTRUCTION MANAGER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to CONSTRUCTION MANAGER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11 CONSTRUCTION MANAGER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSTRUCTION MANAGER in writing with a request for a formal decision in accordance with this paragraph, which CONSTRUCTION MANAGER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to CONSTRUCTION MANAGER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSTRUCTION MANAGER and the other party within sixty days after such occurrence unless CONSTRUCTION MANAGER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, CONSTRUCTION MANAGER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any

interpretation or decision rendered in good faith in such capacity. The rendering of a decision by CONSTRUCTION MANAGER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on CONSTRUCTION MANAGER's Responsibilities:

9.13 Neither CONSTRUCTION MANAGER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by CONSTRUCTION MANAGER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSTRUCTION MANAGER to CONTRACTOR, any SubCONTRACTOR, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of CONSTRUCTION MANAGER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to CONSTRUCTION MANAGER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15 CONSTRUCTION MANAGER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSTRUCTION MANAGER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16 CONSTRUCTION MANAGER will not be responsible for the acts or omissions of CONTRACTOR or of any SubCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract time which embody the substance of any written decision rendered by CONSTRUCTION MANAGER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by

CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to CONSTRUCTION MANAGER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSTRUCTION MANAGER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by CONSTRUCTION MANAGER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9.1 through 11.9.3 inclusive).

11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits

funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the SubCONTRACTORs for Work performed by SubCONTRACTORs. If required by OWNER, CONTRACTOR shall obtain competitive bids from SubCONTRACTORs acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSTRUCTION MANAGER, which bids will be accepted. If a subcontract provides that the SubCONTRACTOR is to be paid on the basis of Cost of the Work Plus a Fee, the SubCONTRACTOR's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to CONSTRUCTION MANAGERS, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the

performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSTRUCTION MANAGER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for cause other than negligence of CONTRACTOR, any SubCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.7), provided they have resulted from causes other than the negligence of CONTRACTOR, and SubCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and

expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.7.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, CONSTRUCTION MANAGERS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any SubCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6 The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon.

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all SubCONTRACTORs shall be fifteen percent;

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to CONSTRUCTION MANAGER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such SubCONTRACTORs or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSTRUCTION MANAGER. CONTRACTOR agrees that:

11.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by CONSTRUCTION MANAGER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Proposal. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSTRUCTION MANAGER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 Where the quantity of any item of Unit Price Work performed by

CONTRACTOR differs by more than twenty-five percent from the estimated quantity of such item indicated in the Proposal and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1 The Contract Time may be changed only by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to CONSTRUCTION MANAGER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSTRUCTION MANAGER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSTRUCTION MANAGER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to,

acts of neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of CONSTRUCTION MANAGERS, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER and CONSTRUCTION MANAGER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2 CONSTRUCTION MANAGER and CONSTRUCTION MANAGER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3 CONTRACTOR shall give CONSTRUCTION MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish CONSTRUCTION MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or CONSTRUCTION MANAGER's acceptance of a Supplier of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSTRUCTION MANAGER if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSTRUCTION MANAGER, it must, if requested by CONSTRUCTION MANAGER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given CONSTRUCTION MANAGER timely notice of CONTRACTOR's intention to cover the same and CONSTRUCTION MANAGER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by CONSTRUCTION MANAGER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8 If any Work is covered contrary to the written request of CONSTRUCTION MANAGER, it must, if requested by CONSTRUCTION MANAGER, be uncovered for CONSTRUCTION MANAGER's observation and replaced at CONTRACTOR's expense.

13.9 If CONSTRUCTION MANAGER considers it necessary or advisable that covered Work be observed by CONSTRUCTION MANAGER or inspected or tested by others, CONTRACTOR, at CONSTRUCTION MANAGER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as CONSTRUCTION MANAGER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of CONSTRUCTION MANAGERS, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10 If the Work is defective, or CONTRACTOR fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for

such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11 If required by CONSTRUCTION MANAGER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSTRUCTION MANAGER, remove it from the site and replace it with nondefective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of CONSTRUCTION MANAGERS, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific Provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of CONSTRUCTION MANAGERS, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all Work, the

correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to CONSTRUCTION MANAGER's recommendation of final payment, also CONSTRUCTION MANAGER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by CONSTRUCTION MANAGER as to reasonableness and to include but not be limited to fees and charges of CONSTRUCTION MANAGERS, architects, attorneys and other professionals). If any such acceptance occurs prior to CONSTRUCTION MANAGER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice of CONSTRUCTION MANAGER to proceed and to correct defective Work or to remove and replace rejected Work as required by CONSTRUCTION MANAGER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the

extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies under this paragraph will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSTRUCTION MANAGER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of CONSTRUCTION MANAGERS, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be

incorporated into a form of Application for Payment acceptable to CONSTRUCTION MANAGER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2 At least fifteen days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSTRUCTION MANAGER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4 CONSTRUCTION MANAGER will, within five days after receipt of each Application for Payment, either indicate in writing a

recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSTRUCTION MANAGER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with CONSTRUCTION MANAGER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 CONSTRUCTION MANAGER's recommendation of any payment requested in an Application for Payment will constitute a representation by CONSTRUCTION MANAGER to OWNER, based on CONSTRUCTION MANAGER's on-site observations of the Work in progress as an experienced and qualified design professional and on CONSTRUCTION MANAGER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of CONSTRUCTION MANAGER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment CONSTRUCTION MANAGER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to CONSTRUCTION MANAGER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid

additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 CONSTRUCTION MANAGER's recommendation of final payment will constitute an additional representation by CONSTRUCTION MANAGER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 CONSTRUCTION MANAGER may refuse to recommend the whole or any part of any payment if, in CONSTRUCTION MANAGER's opinion, it would be incorrect to make such representations to OWNER. CONSTRUCTION MANAGER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSTRUCTION MANAGER's opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or
14.7.4 of CONSTRUCTION MANAGER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by CONSTRUCTION MANAGER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with

a copy to CONSTRUCTION MANAGER) stating the reasons for such action.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and CONSTRUCTION MANAGER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that CONSTRUCTION MANAGER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and CONSTRUCTION MANAGER shall make an inspection of the Work to determine the status of completion. If CONSTRUCTION MANAGER does not consider the Work substantially complete, CONSTRUCTION MANAGER will notify CONTRACTOR in writing giving the reasons therefor. If CONSTRUCTION MANAGER considers the Work substantially complete, CONSTRUCTION MANAGER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to CONSTRUCTION MANAGER as to any provisions of the certificate or attached list. If, after considering such objections, CONSTRUCTION MANAGER concludes that the Work is not substantially complete, CONSTRUCTION MANAGER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, CONSTRUCTION MANAGER considers the Work substantially complete, CONSTRUCTION MANAGER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as CONSTRUCTION MANAGER

believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion CONSTRUCTION MANAGER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform CONSTRUCTION MANAGER prior to CONSTRUCTION MANAGER's issuing the definitive certificate of Substantial Completion, CONSTRUCTION MANAGER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

At substantial completion of the work and as the CONSTRUCTION MANAGER determines the work to be reasonably satisfactory, the OWNER shall within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided pay the retainage to the CONTRACTOR. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the CONSTRUCTION MANAGER shall be withheld until such item or items are completed.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10 Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, CONSTRUCTION MANAGER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance

of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and CONSTRUCTION MANAGER that said part of the Work is substantially complete and request CONSTRUCTION MANAGER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and CONSTRUCTION MANAGER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CONSTRUCTION MANAGER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and CONSTRUCTION MANAGER shall make an inspection of that part of the Work to determine its status of completion. If CONSTRUCTION MANAGER does not consider that part of the Work to be substantially complete, CONSTRUCTION MANAGER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If CONSTRUCTION MANAGER considers that part of the Work to be substantially complete, the provisions of paragraph 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to CONSTRUCTION MANAGER and within

a reasonable time thereafter OWNER, CONTRACTOR and CONSTRUCTION MANAGER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and CONSTRUCTION MANAGER that such part of the Work is not ready for separate operation by OWNER, CONSTRUCTION MANAGER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed CONSTRUCTION MANAGER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.8 in respect of property insurance.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSTRUCTION MANAGER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective.

CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of CONSTRUCTION MANAGER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after CONSTRUCTION MANAGER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any SubCONTRACTOR or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13 If, on the basis of CONSTRUCTION MANAGER's observation of the Work during construction and final inspection, and CONSTRUCTION MANAGER's review of the final Application for Payment and accompanying documentation - all as required

by the Contract Documents, CONSTRUCTION MANAGER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CONSTRUCTION MANAGER will, within ten days after receipt of the final Application for Payment, indicate in writing CONSTRUCTION MANAGER's recommendation of payment and present the Application to OWNER for payment. Thereupon CONSTRUCTION MANAGER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, CONSTRUCTION MANAGER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with CONSTRUCTION MANAGER's recommendation and notice of acceptability, the amount recommended by CONSTRUCTION MANAGER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if CONSTRUCTION MANAGER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of CONSTRUCTION MANAGER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSTRUCTION MANAGER with the Application for such payment. Such payment shall be made under the terms and conditions

governing final payment, except that it shall not constitute a waiver of claims.

Payment to the CONTRACTOR of interest earned on the retained amounts shall be made after certification by the Construction Manager in charge of the project covered by the contract that the work has been completed within the time specified and within the price specified in the contract.

CONTRACTOR's Continuing Obligation:

14.15 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSTRUCTION MANAGER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any pact of acceptance by OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by CONSTRUCTION MANAGER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16 The making and acceptance of final payment will constitute:

14.16.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's

continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSTRUCTION MANAGER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 if CONTRACTOR disregards the authority of CONSTRUCTION MANAGER; or OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored

elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of CONSTRUCTION MANAGERS, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSTRUCTION MANAGER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and CONSTRUCTION MANAGER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of CONSTRUCTION MANAGERS, architects, attorneys and other professionals and court and arbitration costs).

CONTRACTOR May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSTRUCTION MANAGER fails to act on any Application for Payment within thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSTRUCTION MANAGER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSTRUCTION MANAGER has failed to act on an Application for Payment or OWNER and CONSTRUCTION MANAGER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - ARBITRATION

16.1 All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2 No demand for arbitration of any claim, dispute or other matter that is required to be referred to CONSTRUCTION MANAGER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a)

the date on which CONSTRUCTION MANAGER has rendered a decision or (b) the tenth day after the parties have presented their evidence to CONSTRUCTION MANAGER if a written decision has not been rendered by CONSTRUCTION MANAGER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which CONSTRUCTION MANAGER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in CONSTRUCTION MANAGER's decision being final and binding upon OWNER and CONTRACTOR. If CONSTRUCTION MANAGER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of CONSTRUCTION MANAGER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to CONSTRUCTION MANAGER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4 No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including CONSTRUCTION MANAGER, CONSTRUCTION MANAGER's agents,

employees or consultants) who is not a party to this contract unless:

16.4.1 the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

16.4.2 Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3 the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5 The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10,11).

ARTICLE 17 - MISCELLANEOUS

Giving Notice:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

17.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.13, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and CONSTRUCTION MANAGER thereunder, are in addition, to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive

final payment and termination or completion of the Agreement.

END OF SECTION

SECTION 1600 - SPECIAL CONDITIONS

1.01 BIDDING, CONTRACT, AND TECHNICAL SPECIFICATIONS

All Bidding and Contractual Requirements for this project shall conform to City of Brunswick's procurement policies and procedures. The General Conditions shall apply to all work in this Contract, except as otherwise specified in the Special Conditions. Requirements of the Special Conditions supersede those of the General Conditions.

All technical specifications required for this project are included in this Project Manual.

1.02 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of:

- A. Subsurface or latent physical conditions differing materially from those indicated in the Contract.
- B. Unknown physical conditions at the site, 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.

The Engineer shall promptly investigate the conditions, and if he finds 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 made and the Contract modified in writing accordingly.

1.03 ADJUSTMENT OF DISCREPANCIES

In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started; the matter shall be submitted to the engineer for clarification. Without such a decision, discrepancies shall be adjusted by the Contractor, who shall bear all of the extra expense involved.

1.04 PROTECTION OF EXISTING IMPROVEMENTS

The Contractor shall take all necessary precautions to protect existing structures not called out to be removed, including curbs, sidewalks, drainage features, water and sewer lines, valves, irrigation systems, lighting, traffic signal systems, etc. from

damage due to his construction operations. The Contractor shall repair all items damaged during construction at no additional cost to the Owner. The Contractor shall protect freshly placed concrete from vandalism or other damage and shall replace at no cost to the owner should vandalism or other damage occur.

1.05 RESET ITEMS

All items that are to be reset (i.e., steps, fence, etc.) necessary to construct the project shall be done so using original patterns and materials only. In the event of breakage of materials, only materials that are approved in writing by the Engineer may be used by the Contractor as replacements. The cost of replacement materials shall be paid for by the Contractor.

1.06 TREE DAMAGE

Should any damage to existing trees, shrubs, etc., occur in the opinion of the Owner, the Contractor shall either repair the damage (if possible) or provide new trees, shrubs, etc., of the same type and size at no additional cost to the Owner.

1.07 SCHEDULE OF OPERATIONS

Stage construction of project is necessary to minimize disruption of businesses, residents, pedestrians, and vehicles. Therefore, prior to beginning any work, the contractor will develop a detailed stage construction plan for approval by the Engineer that generally conforms to the traffic control plans in the construction drawings.

1.08 SALVAGEABLE ITEMS

All brick, pavers, manhole frames and covers, inlet tops, and granite curbing removed as a part of the work shall be salvaged, delivered to, and properly stored at a location designated by the Owner.

1.09 ACCESS MAINTENANCE

During construction in the area of a building entrance, work will be done in such a manner as to permit owner/customer access and business operation with the least amount of inconvenience as possible. Alternate entrance access shall be coordinated with building tenants well in advance of construction.

1.10 UTILITIES

Paragraph 01500-59 is further clarified by the following:

Contractor shall be responsible for locating and protecting all water and sanitary sewer laterals.

Existing water and sewer services and stormwater drainage must

be maintained in continuous service. Relocation work must maintain continuous service. In the event that there is any water service or sanitary sewer service damage, it must be immediately repaired, as to maintain continuous service to the public.

All sanitary sewer laterals damaged during construction shall be replaced with PVC (24" or greater cover) or ductile iron (less than 24" cover).

Adjustment of manhole to grade shall be done with brick and mortar, not exceeding 12 inches in height.

Power and traffic signal conduit shall be direct buried with 18" to 24" cover. Directional boring shall not be allowed, except in critical root zones.

1.11 STREETS AND PAVING, TRAFFIC CONTROL

Paragraph 01500-57 is further clarified for this project to require updates to the traffic control plans as the project progresses, including scheduled dates and times.

Temporary pavement markings shall be required following milling operations and prior to placement of final overlay.

The contact for detours, etc. is the City of Brunswick Traffic Engineering Department. The Contractor must obtain plan approval before implementing detours or street/lane closures.

1.12 CONTRACTOR STORAGE

No property is currently owned and available for the contractor's use as a laydown area, materials storage, or secure storage area. Property lines shown on the project drawings depict the public right-of-way, utilized for the project design. It is the Contractor's responsibility to locate, obtain entry, and maintain property to be used in construction of the project. Any costs related to those properties utilized by the contractor should be included in the unit price for brick sidewalk.

END OF SECTION

INDEX TO
SECTION 01700 - MEASUREMENT AND PAYMENT

PART 1 - MEASUREMENT

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.01	Measurement	01700-2

PART 2 - PAYMENT

<u>Section</u>	<u>Title</u>	<u>Page</u>
2.01	Clearing	01700-2
2.02	Grading	01700-2
2.03	Traffic Control	01700-3
2.04	Erosion Control and Tree Protection	01700-3
2.05	Grassing	01700-3
2.06	Storm Drainage	01700-4
2.07	Water Distribution System	01700-4
2.08	Pavement	01700-5
2.09	Cast-In-Place Concrete	01700-6

SECTION 01700 - MEASUREMENT AND PAYMENT

PART 1 - MEASUREMENT

- 1.01** The items listed in the proposal shall be considered as sufficient to complete the work in accordance with the plans and specifications. Any portion of the work not listed in the bid form shall be deemed to be a part of the item which it is associated with and shall be included in the cost of the unit shown on the bid form. Payment for the unit shown on the bid form shall be considered to cover the cost of all labor, material, equipment and performing all operations necessary to complete the work in place. The unit of measurement shall be the unit shown on the bid form. Payment shall be based upon the actual quantity multiplied by the unit prices. Where work is to be performed at a lump sum price, the lump sum shall include all operations and elements necessary to complete the work. No payment will be made for any material wasted, unused, rejected, or used for the convenience of the Contractor.

PART 2 - PAYMENT

2.01 CLEARING

- A. Clearing and Grubbing for the construction of roadways, driveways, sidewalks, drainage pipes, water mains, lift stations, sanitary sewer force mains, and sanitary pipes will be included in the lump sum price for "Clearing". All items to be removed or relocated that are required to construct the project that are not included in separate line items shall be included in this lump sum price.
- B. Remove and Replace/Relocate Fence - There will be no separate payment for fencing. All costs for removing, storing and reinstalling existing fence or furnishing and installing a new fence as required by the Engineer or the Owner shall be included in the lump sum price for "Clearing".
- C. Remove and Replace/Relocate Mailboxes and Signs - There will be no separate payment for mailboxes and signs. Removal and replacement/relocation of mailboxes and signs shall be a subsidiary obligation of the contractor in the restoration of disturbed areas and will include the removal, installing in a temporary location and reinstallation after construction is completed.
- D. Remove and replace Hedges and Shrubs - There will be no separate payment for hedges and shrubs, unless otherwise stipulated. Removal and replacement of hedges and shrubs will be included in the lump sum price for "Clearing".

2.02 GRADING

- A. Grading of Roadways, construction of ditches, dressing of shoulders, removing and replacing topsoil, and all excavation, backfill, compaction, borrow, staking, and construction supervision shall be included in the contract lump sum price for "Grading Complete".

- B. Mucking - Removal and replacement of unsuitable material shall be at the contract unit price per cubic yard and shall include the excavation, disposal of unsuitable material, borrow, backfilling, and compaction.

2.03 TRAFFIC CONTROL

- A. Procurement of traffic engineering right of way permit preparation and updates to traffic control plans, , temporary signage, temporary pavement markings, lane closures, restricted working hours, and maintenance of vehicular traffic, pedestrian traffic, and property owner access, all as specified in Paragraph 01500-57 and shall be included in the lump sum bid for "Traffic Control".
- B. Traffic control will be measured and percentage completion payments made as the work progresses and traffic control measures are being performed over the life of the contract.

2.04 EROSION CONTROL AND TREE PROTECTION

- A. Measurement for erosion and sedimentation control and tree protection fencing shall be based on the unit prices for each material as shown on the bid proposal. When conditional acceptance is made for the items of work covered, the Contractor shall be entitled to 50% of his bid price for the actual work placed and shall receive the remaining 50% when the erosion control measures are removed.
- B. Temporary Silt Fence - Payment will be made at the contract unit price per linear foot including installation and removal of these erosion control measures.
- C. Inlet Sediment Traps - Payment will be made at the contract unit price per each including installation and removal of these erosion control measures.
- D. Tree Protection Fence – Payment will be made at the contract unit price per linear foot including installation, maintenance, and removal of these tree protection measures.
- E. Water Quality Monitoring, Sampling and Inspections - Payment will be made at the contract unit price for these items and shall include all the requirements for conformance to NPDES General Permit No. GAR100002-Infrastructure.

2.05 GRASSING

- A. When the season or stage of the project is such that the results of the grassing work cannot be determined, conditional acceptance will be made on the work done. When conditional acceptance is made for the items of work covered, the Contractor shall be entitled to 50% of his bid price for the actual work placed and shall receive the remaining 50% of his bid price when final acceptance is made. Conditional acceptance shall not apply to the remaining items of work, and full bid price payment

shall be made when the work is acceptably placed and completed in accordance with the specifications.

- B. Payment for grassing will be made at the contract unit price for the item "Grassing" and such payment shall constitute full compensation for furnishing and placing seed and fertilizer or sod where directed and protecting and maintaining seed or sod in all graded and disturbed areas, including irrigation as necessary.

2.06 STORM DRAINAGE

- A. Pipe Culverts and Storm Drains - The length of pipe will be paid for on a linear foot basis, as measured along the centerline, from end of pipe to end of pipe. Payment will constitute full compensation for all pipe, joints, filter fabric, bedding, trenching, excavation, backfill, compaction, televising and all incidental labor and material necessary to complete the construction of pipe as required by this section of the specifications.
- B. Manholes and Drainage Structures - Payment will be made on a contract unit price basis. Payment will constitute full compensation for all excavation, formwork, backfill, bedding, compaction, frames, gratings, covers, concrete, brick, all miscellaneous materials and labor necessary to complete the construction.
- C. Sheet piling and Bracing - Will not be measured for direct payment and all costs and charges in connection therewith shall be reflected and included in the item of work to which it pertains.
- D. Removal of Storm Lines and Structures - Payment will be made at the contract unit price for these items, regardless of size or depth.
- E. Flowable Fill for Storm Lines - Payment will be made at the contract unit price for this item, regardless of size or depth.

2.07 WATER DISTRIBUTION SYSTEM

- A. Pipe and Tubing - Payment for pipe and tubing will be made at the applicable unit price per linear foot for the various types and sizes of pipe or tubing which are actually placed, as shown on the plans, or as directed by the Engineer. Excavation, backfill, compaction, testing, and all other incidentals to the placing of the pipe and tubing shall be considered as subsidiary obligations of the Contractor for the completion of the line in place.

The length of mains and branch lines to be paid for will be determined by measurement along the centerline of the various sizes and types of pipe actually furnished and installed, from the center of fitting, and from the center of the main to the end of the branch connection. No deduction will be made for the space occupied by valves and fittings.

- C. Restrained Joints, Thrust Blocks, and Fittings - Will not be measured for direct

payment and all costs and charges in connection therewith shall be included in the contract unit price for installing the pipe.

- D. Metallic Detector Tape - No separate payment will be made for tape. The cost of furnishing and placing metallic detector tape shall be included in the contract unit price for installing the pipe.
- E. Tracing Wire - No separate payment will be made for tracing wire. Cost of furnishing and placing tracing wire shall be included in the contract unit price for installing the pipe.
- F. Valves - Valves in the distribution system will be paid for at the contract unit price for each size and type. Payment will include furnishing and installing the valves, valve boxes, concrete collars, manholes, or vaults.
- G. Connections to Existing Mains with Tapping Sleeves - Payment will be made at the contract unit price. Such payment will include all labor, materials, and equipment necessary to locate, excavate, furnish and install the sleeve, valve, valve box or manhole, concrete collar, the existing main, thrust blocking, backfilling and compaction.
- H. Dry Connections to Existing Mains - No separate payment will be made for dry connections. Cost of furnishing materials and labor necessary for connections shall be included in the contract unit price for installing the pipe.
- I. Fire Hydrants - Payment for new fire hydrants will be made at the contract unit price for fire hydrants. Payment will include the cost of furnishing and installing the hydrant, valves, 6" connection pipe from the main, stone reaction blocking and backfilling.
- J. Meter Assemblies - Payment for meter assemblies will be made at the contract unit price. Payment will include the cost of furnishing and installing the tapping saddle, pipe tap or tee, marking stake, corporation stop and the curb stop at the property line, meter, and box. The service tubing will be paid for separately at the contract unit price per linear foot.
- K. Cleaning and Disinfecting - No separate payment will be made for cleaning and disinfecting. Cleaning and disinfecting piping in the distribution system will be included in the lump sum and unit prices for the appropriate items.

2.08 PAVEMENT

- A. Proof-Rolling - No separate payment will be made for proof rolling. Cost of furnishing equipment and labor shall be included in the lump sum and unit prices for the appropriate items.
- B. Prime Coat & Tack Coat - Will be paid for at the contract unit price per square yard of base course or pavement covered.
- C. Base Course - Will be paid for at the contract unit price per square yard of

completed and accepted base course.

- D. Surface Course - Will be paid for at the contract unit price per square yard of completed and accepted surface course payment.
- E. Adjust Existing Inlets, Manholes and Valve Boxes - Payment will be made at contract unit price per each structure adjusted. Price will be full compensation for removal and replacement of castings, adequately adjusting the tops of the structure, properly anchoring the castings, restoring the surface and clean up.
- F. Pavement Markings and Signage - Payment shall at the contract unit prices for the size and type indicated. Payment will include the cleaning and preparing of surfaces, furnishing of all materials, the application, curing and protection of the markings, the protection of traffic including necessary warning signs, the furnishing of all tools, machines and all other equipment necessary to complete the striping.

2.09 CAST- IN-PLACE CONCRETE

- A. Curb and Gutter - Payment for concrete curb and gutter will be made at the unit price per linear foot for the amount actually installed. Measurement will be along the centerline of the completed and accepted curb.
- B. Paved Drives, Crosswalks, and Fillets - Payment will be made at the unit price per square yard which includes full compensation for grading to a satisfactory section, compaction of subgrade, forming, pouring, and finishing of concrete and clean up.
- C. Curing Compound - No separate payment will be made for curing compound. All costs and charges in connection therewith shall be included and reflected in the payment for each type of concrete work.

END OF SECTION

INDEX TO

SECTION 02600 - PAVEMENT

<u>Paragraph</u>	<u>Title</u>	<u>Page</u>
<u>PART 1 - PRODUCTS</u>		
1.01	Base Course	02600-1
1.02	Prime and Tack Coats	02600-2
1.03	Surface Course	02600-2
1.04	Pavement Fabric	02600-3
1.05	Traffic Line Paint	02600-3
<u>PART 2 - EXECUTION & TESTING</u>		
2.01	Tests	02600-3
2.02	Pavement System's Location, Grade, and Allowable Tolerances	02600-3
2.03	Field Quality Control	02600-4
2.04	Sequence of Construction	02600-5
2.05	Proof Rolling	02600-5
2.06	Graded Aggregate Base Course	02600-5
2.07	Pavement Fabric	02600-6
2.08	Bituminous Prime/Tack Coats	02600-6
2.09	Asphaltic Concrete Base and Surface Courses	02600-7
2.10	Stone Stabilization for Streets	02600-12
2.11	Adjust Existing Valves, Inlets & Manholes	02600-13
2.12	Remove and Replace Pavement	02600-13
2.13	Traffic Line Striping	02600-13
<u>PART 3 - PERVIOUS PAVEMENT</u>		
3.01	Scope of Work	02600-20
3.02	Test Panels	02600-20
3.03	Concrete Mix Design	02600-20
3.04	Materials	02600-20
3.05	Proportions	02600-21
3.06	Subgrade Preparation & Form Work	02600-21
3.07	Mixing, Hauling and Placing	02600-22
3.08	Testing, Inspection and Acceptance	02600-23

SECTION 02600

PAVEMENT

PART 1 - PRODUCTS

1.01 BASE COURSE:

The following base course alternates will be allowed as directed by the plans:

<u>Compacted Thickness</u>	<u>Type</u>
3"	Hot Mix Asphaltic Concrete (Collector & Arterial Streets)
8"	Graded Aggregate

- A. Hot Mix Asphaltic Concrete - Shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot asphaltic cement in a central mixing plant. The gradations, asphalt content and stabilities shall be the following:

<u>Square Sieve</u>	<u>% Passing by Weight</u>
1"	100
3/4"	85 - 100
3/8"	55 - 75
No. 8	38 - 44
No. 200	4 - 7
Asphalt Cement	5 - 7%
Minimum Marshall Stability @ 50 Blows	1,500 lbs.

- B. Graded Aggregate Base Course - The aggregate shall consist of processed and blended crushed granite stone. Aggregates shall be free from lumps and balls of clay, organic matter, objectionable coatings and other foreign material and shall be durable and sound. Aggregate shall meet the applicable requirements of Section 800, Coarse Aggregate, of the Georgia Highway Department Specifications. The material shall meet the following gradation and other requirements:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
2"	100
1-1/2"	95 - 100
1"	70 - 100
1/2"	50 - 80
No. 4	30 - 55
No. 30	12 - 31
No. 200	6 - 15

	<u>Percent</u>
Clay	0 to 10
Volume Change	0 to 15
Liquid Limit	0 to 25
Plasticity Index	0 to 6

1.02 PRIME AND TACK COATS:

- A. Prime Coat - The prime coat shall consist of spraying the base course with low viscosity liquid asphalt, such as RC-30 or RC-70, on the prepared surface of the base and allowing the asphalt to penetrate as far as possible.
- B. Tack Coat - The tack coat shall consist of spraying the base course with AC-20 or AC-30, Asphalt Cement. When the temperature in the shade is 70° F or above an emulsion, such as CRS-2h or CRS-3, may be used.

1.03 SURFACE COURSE:

- A. The surface course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot asphalt cement in a central mixing plant. An antistripping agent shall be added to the asphalt-cement in the preparation of the hot-mix asphalt concrete when "hydrophilic" aggregates are used. The gradations, asphalt content and stabilities for "E" Mix shall be the following:

<u>Square Sieve</u>	<u>% Passing by Weight</u>
3/4"	100
1/2"	85 - 100
3/8"	70 - 85
No. 8	44 - 48
No. 50	10 - 25
No. 200	4 - 7
Asphalt Cement	5 - 7%
Minimum Marshall Stability @ 50 blows	1,500 lbs.

The gradations, asphaltic content and stabilities for "F" Mix shall be the following:

<u>Square Sieve</u>	<u>% Passing by Weight</u>
1/2	100
1/4	90-100
No. 4	55-75
No. 8	44-50
No. 50	14-25
No. 200	4-7
Asphalt Cement	5.25-7.50%
Minimum Marshall @ 50 Blows	1,500 lbs.

1.04 PAVEMENT FABRIC:

- A. Fabric used for underlayment shall be equivalent to Phillip's Petromat.

1.05 TRAFFIC LINE PAINT:

- A. Traffic Line Paint - Shall conform to Section 870.03 of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Georgia. The color shall be at the direction of the Owner or as specified in the plans.

PART 2 - EXECUTION & TESTING

2.01 TESTS:

The following tests will be made in accordance with the DOT Specifications or other specified methods. Compaction tests shall be made at the Owner's direction and expense. Failed tests shall be rescheduled at the Owner's direction and retesting shall be paid for by the Contractor.

- A. Subgrade Compaction - One (1) test per 250 square yards. 100% Standard (ASTM Test D-698).
- B. Base - One (1) test each per 250 square yards.
 - 1. Field Determination of Compaction.
- C. Asphaltic Concrete - One (1) test each for 250 tons of asphaltic concrete. These tests shall conform to the Georgia Department of Transportation's Standards for roads and bridges.
 - 1. Asphalt extraction and aggregate test; one set for each 250 tons of asphaltic concrete.
 - 2. Marshall Stability Tests; stability not less than 1,500 lbs. for surface course. One test for each 250 tons of asphaltic concrete.
- D. All design mixes heretofore specified.

2.02 PAVEMENT SYSTEM'S LOCATION, GRADE, AND ALLOWABLE TOLERANCES:

- A. The locations and grades of pavement are shown on the drawings. The grade as given on the drawings is the finished pavement grade and allowance will be made for the thickness of pavement when preparing the subgrade.
- B. Surfaces - The finished surfaces of pavements shall conform to the lines, grades and cross sections shown. The finished surfaces of pavement shall not vary more than 1/8 inch above or below the planned grade lines or elevations established at the job site. The finished

surfaces of new abutting pavements shall coincide at their juncture. Where a new pavement abuts an existing pavement, a transition pavement strip shall be installed to the juncture of the new and existing pavement. The finished surface of pavements shall have no abrupt change of 1/8-inch or more and shall not deviate from the testing edge of an accepted 10-foot straightedge more than 1/8-inch.

C. Thickness -

1. Permissible Deviation - For asphaltic concrete wearing surfaces, will be up to 1/8-inch of the required thickness. Deviation in base courses will be up to 3/8-inch.
2. Pavements Deficient in Thickness - When measurement of any core indicates that the pavement is deficient in thickness, additional cores will be drilled at 25-foot intervals along the centerline of the lane on each side of the original deficient core until the cores indicate that the deficiency in thickness is less than 1/8-inch. Pavement areas deficient in thickness shall be removed and replaced with pavement of the indicated thickness. If the Contractor believes that the cores and measurements taken are not sufficient to indicate fairly the actual thickness of the pavement, additional cores and measurements will be taken, provided the Contractor will bear the extra cost of drilling the cores and filling the holes in the pavement as directed.

2.03 FIELD QUALITY CONTROL:

- A. Equipment - All equipment, tools and machines, used in the performance of the work required by this section of the specifications shall be subject to the acceptance of the Owner and shall be maintained in satisfactory working condition at all times.
1. Bituminous Distributor - The distributor shall have pneumatic tires of such width and number that the load produced on the base surface shall not exceed 650 pounds per inch of tire width. It shall be so designed and equipped as to distribute the bituminous material uniformly at even heat in variable widths of surface at readily determined and controlled rates ranging from 0.05 to 2.0 gallons per square yard, with a pressure range of from 25 to 75 pounds per square inch and with an allowable variation from any specified rate not exceeding ten percent (10%). Distributor equipment shall include an independently operated bitumen pump, tachometer, pressure gauges, volume measuring devices, a thermometer for reading the temperature of tank contents and a hose attachment suitable for applying bituminous material to spots missed by the distributor. The distributor shall be equipped for circulation and agitation of the bituminous

material during the heating process.

2. Power Brooms and Power Blowers - Blowers and brooms shall be of the power type and shall be suitable for cleaning the surfaces to which the prime or tack coat is to be applied.
- B. Weather Limitations - The prime or tack coat shall be applied only when the base course or pavement is dry or contains moisture not in excess of the amount that will permit uniform distribution and the desired penetration and when the temperature has not been below 35 degrees F. for 12 hours immediately prior to application. The prime or tack coat shall only be applied when the atmospheric temperature in the shade is 55 degrees F. or above.
- C. Preparation of Surface - Immediately before applying the pavement course, if the underlying surface is sufficiently bonded, all loose material, dirt, clay or other objectionable material, shall be removed from the surface to be treated with a power broom or blower supplemented with hand brooms, as directed by the Engineer. After the cleaning operation and prior to the application of the pavement course, an observation of the area to be treated will be made by the Engineer to determine its fitness to receive the bituminous coating. That portion of the surface prepared for immediate treatment shall be dry and in satisfactory condition.

2.04 SEQUENCE OF CONSTRUCTION:

- A. Prior to the placement of the base material the roadbanks/esplanade shall be stabilized to the satisfaction of the Engineer.
- B. Prior to the placement of the finish surface (asphalt) the base material must be approved by the Engineer and:
 1. Graded Aggregate: Shall be allowed to set for a period of at least forty-eight hours and no longer than ten days before the finish surface is applied.

2.05 PROOF ROLLING:

- A. Shall be required on the subgrade of all streets where designated by the Engineer. Proof rolling shall be done after water lines have been lowered, house services installed and sewers backfilled. The operation shall be in accordance with methods described in Section 221 of the DOT Specifications.

2.06 GRADED AGGREGATE BASE COURSE:

- A. Aggregate shall be placed with an accepted spreader in accordance with Georgia Department of Transportation Standard Specifications. (The spreader shall contain a hopper, an adjustable screed and be so designed that there will be a uniform, steady flow of material from the hopper. The spreader shall be capable of laying material without segregation across the full width of the lane to a uniform density.) Spreaders are not required on curb

and gutter road sections.

The base or subbase aggregate shall be thoroughly wetted to optimum moisture ($\pm 1-1/2\%$) content as determined by ASTM D-698.

- B. Excavation - The existing subgrade shall be leveled to the lines and grades shown on the plans.
 - 1. Subgrade Preparation - Prior to constructing the graded aggregate base course, the subgrade shall be cleaned of all foreign substances. At the time of construction of the base course, the subgrade shall contain no frozen material. The surface of the subgrade shall be checked by the Owner or his representative for adequate compaction and surface tolerances. Ruts or soft yielding spots that may appear in areas of the subgrade course having inadequate compaction and areas not smooth or which vary in elevation more than $1/2$ -inch above or below the required grade established on the plans shall be corrected to the satisfaction of the Owner or his designated representative.
- C. Compaction - While at Optimum moisture ($\pm 1-1/2\%$), the aggregate base shall be rolled with rollers capable of obtaining the desired density. The rolling shall continue until the base is compacted to a maximum laboratory dry density of 100% of ASTM D-698.

In-place density of the compacted base will be determined in accordance with the Sand Cone Method, ASTM D-1556 or Nuclear Method, ASTM D-2922. At the option of the Contractor, vibratory, flatwheel and other rollers accepted by the Engineer may be used to obtain the required compaction.
- D. Surface Finish Tolerances - The surface of the completed base shall not show any deviation in excess of $1/4$ -inch when tested with a 10 foot straight edge. Deviation in thickness of the base shall be up to, but not including, $3/8$ -inch of the required thickness.
- E. Maintenance - The base shall be maintained in a condition that will meet all specification requirements until the work is accepted.

2.07 PAVEMENT FABRIC:

- A. Fabric shall be placed on the base where directed by the Engineer and installed in accordance with the manufacturer's recommendations.

2.08 BITUMINOUS PRIME/TACK COATS:

- A. Bituminous Prime Coat - Bituminous material for the prime coat shall be applied in quantities of not less than 0.15 gallons nor more than 0.30 gallons per square yard of

base course. Any prescribed application shall be divided, if necessary, into two (2) applications to avoid flowing off the surface. All irregularities in the base surface shall be corrected prior to application of the prime coat.

The prime shall only be applied when the base course is only slightly damp and when the temperature of the air in the shade is 55°F or above.

- B. Bituminous Tack Coat - Bituminous material for the tack coat shall be applied in quantities of not less than 0.08 gallons nor more than 0.15 gallons per square yard of base course. The entire surface to be paved shall be coated with the tack coat.

The tack coat shall only be applied when the base is dry and when the temperature has not been below 35°F. for 12 hours immediately prior to application. The tack coat shall only be applied when the temperature of the air in the shade is 55°F. or above.

Work shall be planned so that no more tack coat than is necessary for the day's operation is placed on the surface. All traffic not essential to the work should be kept off the tack coat.

In places where the distributor bars cannot reach, it will be necessary to apply the tack coat with a hand spray attached to the distributor by a hose. When hand spray methods are used, care should be taken to give the surface a very light application of the asphalt.

2.09 ASPHALTIC CONCRETE BASE AND SURFACE COURSES:

- A. Mixing Plants - Asphaltic Concrete shall be mixed in central plants conforming to the applicable requirements of Section 400 of the Standard Specifications of the Georgia State Highway Department.
- B. Equipment -
 - 1. Bituminous-Materials Spreaders - Shall be self-propelled type equipped with hoppers, tamping or vibrating devices, distributing screws, adjustable screeds, equipment for heating the screeds and equalizing devices. The spreader shall be capable of spreading hot bituminous mixtures without tearing, shoving or gouging, while producing a smooth finished surface, confining the edges of the strips to true lines without the use of stationary side forms and placing the course to the required thickness. Spreaders shall be designed to operate forward at variable speeds and in reverse at traveling speeds of not less than 100 feet per minute. The use of a spreader that leaves indented areas or other objectionable irregularities in the fresh-laid mix during operation will not be permitted.

2. Steel-Wheel Rollers - Shall be the self-propelled, three-wheel and tandem types, weighing not less than 20,000 pounds each. The three-wheel rollers shall have a minimum weight of 300 pounds per inch of width in the rear wheel. The wheels shall be equipped with adjustable scrapers, water tanks and sprinkling apparatus that will be used for keeping the wheels wet to prevent the bituminous mixture from sticking to the wheels. The rollers shall be capable of reversing without backlash and shall be free from worn parts. The roller wheels shall have no flat or pitted areas and no projections that will leave marks in the pavement. Three-axle tandems will be permitted in lieu of two-axle tandems if accepted by the Engineer.

3. Heavy Pneumatic-Tired Rollers - Shall be self-propelled and shall consist of two axles on which are mounted multiple pneumatic-tired wheels in such a manner that the rear group of wheels will not follow in the tracks of the forward group but will be so spaced as to give essentially uniform coverage with each pass.

The axles shall be mounted in a rigid frame provided with a loading platform or body suitable for ballast loading. The tires shall be smooth and shall be capable of being inflated to a minimum pressure of 90 pounds per square inch. Construction of the roller shall be such that each wheel can be loaded to a minimum of 4,500 pounds.

4. Light Pneumatic-Tired Rollers - Shall consist of two axles on which are mounted not less than nine pneumatic-tired wheels in such manner that the rear group of tires will not follow in the tracks of the forward group but will be so spaced as to give essentially uniform coverage with each pass. The axles shall be mounted in a rigid frame provided with a loading platform or body suitable for ballast loading. The tires shall be uniformly inflated. The rollers shall be weighted with not less than 4.5 tons of ballast. The tractor and other towing equipment shall also be equipped with pneumatic tires. The tires on both rollers and towing equipment shall be smooth and of a type that will not leave tire prints in the surface being rolled. The use of a self-propelled roller meeting the above requirements will be permitted.

5. Blowers and Brooms - Shall be of the power type and shall be suitable for cleaning the surface to be paved.

6. Small Tools - Shall consist of rakes, lutes, shovels, tampers, smoothing irons, pavement cutters, portable heater for heating small tools, wood sandals, stilt sandals of standard type and

other small tools, as may be required. A sufficient number of small tools shall be available at all times for use in constructing the bituminous pavements efficiently. The lutes shall be constructed of metal and shall consist of a plate or sheet, 36" by 4", attached to a handle properly braced and with sufficient strength to adequately compact the free edge of the surface course. Hand tampers shall weigh not less than 25 pounds and shall have a tamping face not larger than 50 square inches.

- C. Weather Limitations - Bituminous courses shall be constructed only when the base course, binder course or the existing pavement is dry and when the weather is not rainy. Unless otherwise directed, asphaltic courses shall not be constructed when the air temperature in the shade is below 40 degrees F.
- D. Preparation of Base - The surface of the base course will be checked by the Engineer for adequate compaction and surface tolerances as specified in applicable base course or subbase course sections. Any ruts or soft yielding spots that may appear in the base course, any areas having inadequate compaction or any deviations of the surface from the requirements specified for the base course shall be corrected by loosening the affected areas, removing unsatisfactory material and adding accepted material where required, then by reshaping and recompacting to line and grade to the specified density requirements, as directed.
- E. Grade Control - The lines and grades shown on the contract drawings for each pavement category of the contract shall be established and maintained by means of line and grade stakes placed at the site of the work by the Contractor.
- F. Transportation of Bituminous Mixture - Transportation of bituminous mixture shall be from the paving plant to the site in trucks having tight, clean, smooth beds that have been coated with a minimum amount of a concentrated solution of hydrated lime and water to prevent adhesion of the mixture to the truck bodies. Each load shall be covered with canvas or other accepted material of ample size to protect the mixture from the weather and to prevent loss of heat. Deliveries shall be made so that the spreading and rolling of all mixture prepared for one day's run can be completed during daylight, unless adequate accepted artificial lighting is provided. The mixture shall be delivered to the area to be paved in such manner that the temperature at the time of dumping into the spreader will not be less than 235 degrees F. Any loads that are below minimum temperature, that have crusts of cold unworkable material or that have been wet excessively by rain will be rejected. Hauling over freshly laid material will not be permitted.

G. Placing -

1. Surface Preparation of Underlying Course - Prior to the laying of the surface course, the underlying base shall be cleared of all foreign or objectionable matter with power blowers, power brooms or handbrooms, as directed.
2. Spraying of Contact Surfaces of Structures - Contact surfaces or previously constructed base shall be sprayed with a tack coat.
3. Number of Courses - The surface course shall be laid in one course.
4. General Requirements for Use of Mechanical Spreader - Asphalt mixtures having temperatures less than 235 degrees F. when dumped into the mechanical spreader will be rejected. The mechanical spreader shall be adjusted and the speed regulated so that the surface of the course will be smooth and continuous without tears and pulling, and of such depth that, when compacted, the surface will conform with the cross section, grade, and contour indicated. Unless otherwise directed, the placing shall begin along the centerline of areas to be paved on a crowned section or on the high side of areas with a one way slope, and shall be in the direction of the major traffic flow. The mixture shall be placed in consecutive adjacent strips having a minimum width of 10 feet, except where the edge lanes require strips less than 10 feet to complete the area. Each strip laid before a succeeding strip shall be of such a length that sufficient heat will be retained to make the strip readily compatible so that a joint can be obtained that will conform to the requirements for texture, density and smoothness.
5. Shoveling, Raking and Tamping After Machine Spreading - A sufficient number of shovelers and rakers shall follow the spreading machine adding or removing hot mixture and raking the mixture as required to obtain a course that when completed will conform to all requirements specified herein. Broadcasting or fanning of mixture over areas being compacted will not be permitted. When segregation occurs in the mixture during placing, the spreading operation shall be suspended until the cause is determined and corrected. Any irregularities in alignment left by the mechanical spreader shall be corrected by trimming directly behind the machine. Immediately after trimming, the edges of the course shall be thoroughly compacted by tamping liberally with the metal lute specified herein. Distortion of the course during tamping will not be permitted.

6. Hand Spreading in Lieu of Machine Spreading - In areas where the use of machine spreading is impractical, the mixture shall be spread by hand. The mixture shall be dumped on accepted dump boards or at an adjacent accepted area outside the area to be paved and shall be distributed into place from the dump boards or from the accepted area by means of hot shovels. The mixture shall be spread with hot rakes in a uniformly loose layer of a thickness that, when compacted, will conform to the required grade and thickness. During hand spreading, each shovelful of mixture shall be carefully placed by turning the shovel over in a manner that will prevent segregation. In no case shall the mixture be placed by throwing or broadcasting from a shovel. The loads shall not be dumped any faster than can be properly handled by the shovelers and rakers. Rakers not equipped with stilt sandals shall not be permitted to stand in the hot mixture while raking the course.

- H. Compaction of Mixture - Compaction of mixture shall be effected by the three-wheel rollers, the tandem rollers, the light pneumatic-tired rollers and the heavy self-propelled pneumatic-tired rollers, specified hereinbefore. Rolling of the mixture shall begin as soon after placing as the mixture will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. The rolling shall continue until the surface mixture is compacted to a minimum 100% density of AASHTO T-230. Compaction rolling shall be compacted before the surface temperature drops below 185 degrees F. Field density will be determined by AASHTO T-191 or T-238.

- I. Patching Deficient Areas - Any mixture that becomes contaminated with foreign material or is in any way defective shall be removed. Skin patching of a area that has been rolled will not be permitted. Holes of the full thickness of the course shall be cut so that the sides are perpendicular and parallel to the direction of traffic and so that the edges are vertical. Edges shall be sprayed with tack coat bituminous materials. Fresh paving mixture shall be placed in the holes in sufficient quantity so that the finished surface will conform to grade and smoothness requirements. The paving mixture shall be compacted to the density specified herein. The Contractor shall provide competent workmen capable of performing all work incidental to correction of deficiencies and defects.

- J. Joints -
 1. General - The joints (paper joints) between successive days' work or joints that have become cold because of any delay, shall be carefully made in such a manner as to insure a continuous bond

between old and new sections of the course. All joints shall present the same texture, density and smoothness as other sections of the course. All contact surfaces of previously constructed pavements that have become coated by dust, sand or other objectionable material shall be cleaned by brushing or shall be cut back with an acceptable power saw, as directed. All the surfaces against which the new material is to be placed shall be sprayed with a thin, uniform coat of bituminous material. The material shall be applied far enough in advance of placement of the fresh mixture to insure adequate curing. Care shall be taken to prevent damage or contamination of the sprayed surface.

2. Transverse Joints - The roller shall pass over the unprotected end of a strip of freshly laid material only when the laying is to be discontinued or when delivery of mixture is interrupted to the extent that the material in place may become cold. In all cases, the edge of the previously laid pavement shall be cut back to expose an even vertical surface for the full thickness of the course. In continuing the placement of the strip, the mechanical spreader shall be positioned on the transverse joint so that sufficient hot mixture will be spread to obtain a joint after rolling that will conform to the required density and smoothness specified herein. When required, the fresh mixture shall be raked against the joints, thoroughly tamped with hot tampers, smoothed with hot smoothers and followed by rolling. In all cases, the transverse joints in adjacent lanes shall be offset a minimum of two feet (2').
3. Longitudinal Joints - When the edges of the previously placed strip have become cooled, cold, irregular, honey combed, poorly compacted, damaged or otherwise defective, all unsatisfactory sections of joints shall be cut back to expose a clean sound surface for the full thickness of the course, as directed. When required, fresh mixture shall be raked against the joint, thoroughly tamped with hot tampers, smoothed with hot smoothers and then rolled.

- K. Protection of Pavement - After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until the pavement has cooled and hardened. In no case shall the non usage be less than six hours.

2.10 STONE STABILIZATION FOR STREETS:

- A. Earth streets disturbed by the Contractor's operations shall be stabilized where required by the Engineer. This work will consist of placing graded aggregate at the rate of 250 pounds per square yard on compacted subgrade, and uniformly spreading and compacting the aggregate to an approximate depth of 3-inches. Placement shall conform

to Section 310 of the Standard DOT Specifications, except that harrow and blade mixing will be permitted. The aggregate shall conform to the following (percent by weight):

Passing 1-1/2" Sieve	100%
Passing 3/4" Sieve	60 - 90%
Passing #10 Sieve	25 - 45%
Passing #60 Sieve	10 - 30%
Passing # 200 Sieve	0 - 15%

2.11 ADJUST EXISTING VALVES, INLETS AND MANHOLES:

- A. Existing inlets, manholes, or valve boxes shall be adjusted by the Contractor to the new grade lines and elevations. All adjustments to structures in areas proposed for pavement shall be accomplished prior to construction of the surface course.

The existing castings shall be removed and, if suitable, reinstalled after adjustments to the structures. Other materials necessary for this work, such as mortar, grout, concrete, brick, and other approved materials, shall meet the requirements of these specifications for materials in new structures of the same type.

The Contractor shall furnish all materials and labor and perform all excavation and backfilling and other work necessary to complete the item.

1. Adjust Existing Frames - Adjustment to grade of existing frames shall include raising or lowering the upper portion of the structure, including any necessary sleeve extensions, adjustable manhole rings, gaskets, mortar, masonry or other approved material, to bring the frame to the required grade.

2.12 REMOVE AND REPLACE PAVEMENT:

- A. Pavement removed and replaced shall be done in accordance with the latest specifications of the State Department of Transportation. Traffic shall be maintained and controlled by means of flagmen.

The edges of the pavement shall be cut to a neat straight line with a masonry saw. The backfill shall be compacted to 100% density and a concrete base course of 5,000 psi placed on the fill. The concrete base shall be placed within 24 hours after the utility line is installed. A temporary wearing surface may be used provided it presents a smooth surface. The final wearing surface shall be 1-1/2-inch asphaltic concrete, Type "F".

2.13 STRIPING OF PAVEMENT MARKINGS

- A. Striping shall consist of furnishing and applying traffic markings with paint or thermoplastic in accordance with the contract drawings and specifications, and the

requirements of the current Federal and State "Manual On Uniform Traffic Control Devices."

B. SPECIFICATIONS FOR PAVEMENT MARKINGS MARKED WITH PAINT

1. Equipment - The traveling traffic stripe painter shall be adaptable to traveling at a uniform, predetermined rate of speed both uphill and downhill in order to produce a uniform application of paint. The paint machine shall be of the spray type, capable of satisfactorily applying the paint under pressure with a uniformity of feed through nozzles spraying directly upon the pavement. Each machine shall be capable of applying three separate stripes, either solid or skip, in any specified pattern by utilizing 3 adjacent spray nozzles at the same time. Each paint tank shall be equipped with a mechanical agitator. Each nozzle shall be equipped with satisfactory cutoff valves which will apply broken or skip lines automatically. Each nozzle shall have a mechanical bead dispenser that will operate simultaneously with the spray nozzle and distribute the beads in a uniform pattern at the rate specified. Each nozzle shall also be equipped with suitable line guides consisting of metallic shrouds or air blasts.

Hand painting equipment shall consist of suitable brushes, templates and guides necessary to produce satisfactory results.

Cleaning equipment shall consist of the necessary brushes, brooms, scrapers, grinders, high pressure water jets and air blasters required to satisfactorily remove all foreign matter from the surfaces to be painted without damage to the underlying pavement.

The traveling traffic striper painter shall also be equipped with paint meters which will indicate the amount of paint dispensed from each tank. Small, portable applicators or other special equipment may also be required.

2. Cleaning of Surface - All surfaces to be painted shall be thoroughly cleaned of dust, dirt, grease, oil and all other foreign matter before application of the paint.
3. Alignment - Traffic stripes shall be of the length, width and placement specified. On sections where no previously applied markings are present, the Contractor shall establish control points satisfactory to the Owner, spaced at intervals that will insure accurate locations of the stripe.
4. Application - Traffic stripe paint shall be applied by machine except for special areas and markings

that are not adaptable to machine application, in which case hand application will be permitted.

No paints shall be applied to areas of pavement when:

- (1) Any moisture or foreign matter is present on the surface;
- (2) The air temperature in the shade is below 50° F; or
- (3) Wind conditions are such as might cause dust to be deposited on the prepared areas or to prevent satisfactory application of the paint and beads.

Painting shall be done only during daylight hours and all painted areas shall be dry enough before sunset to permit crossing by traffic. All protective devices shall be removed not later than sunset to allow free movement of traffic at night.

Traffic stripe paint shall be thoroughly mixed in the shipping container before placing in the machine tank. The paint machine tanks, connections and spray nozzles shall be thoroughly cleaned with thinner before starting each day's work.

The minimum wet film thickness for all painted areas shall be 15 mils.

5. Protective Measures - When painting is done under traffic, the Contractor shall furnish and place all warning and directional signs necessary to direct, control, and protect the traffic during the striping operations. Warning signs shall be set up before the beginning of each operation and extra signs shall be kept well ahead of the painting equipment. When necessary, a pilot car shall be used to protect both the traffic and the painting operation. The freshly painted stripe shall be protected by cones or other satisfactory devices. All stripes damaged by traffic, or pavement marked by traffic crossing wet paint, shall be repaired or corrected as specified below.
6. Tolerance and Appearance - No stripe shall be less than the specified width. No stripe shall exceed the specified width by more than ½ inch. The alignment of the stripe shall not deviate from the intended alignment by more than one inch on tangents and on curves up to and including one degree. On curves exceeding one degree, the alignment of the stripe shall not deviate from the intended alignment by more than 2 inches.

Continued deviation from stated dimensions will be cause for stopping the work and removing the nonconforming stripe(s).

All stripes and segments of stripes shall present a clean cut, uniform and workmanlike appearance. All markings which fail to have a uniform, satisfactory appearance, in either day or night hours, shall be corrected by the Contractor at their expense.

7. Corrective Measures - All traffic stripes which fail to meet the Specifications, permissible tolerances, and appearance requirements, or are marred or damaged by traffic or from other causes, shall be corrected at the Contractor's expense. All missed areas, drip and spattered paint shall be removed to the satisfaction of the Owner. In all instances, when it is necessary to remove paint, it shall be done by means satisfactory to the Owner, which do not damage the underlying surface of the pavement. When necessary to correct a deviation which exceeds the permissible tolerance in alignment, that portion of the stripe so affected shall be removed, plus an additional 25 feet in each direction, and a new stripe then painted in accordance with these specifications.
8. Acceptance - All sections of painted stripe, words, and symbols which have dried to the extent that the paint will not be picked up or marred by the tires of vehicles, and which have been placed in reasonably close conformity with the Plans and Specifications, will be accepted and the Contractor will be relieved of the responsibility of maintenance on such sections.

C. SPECIFICATIONS FOR PAVEMENT MARKINGS MARKED WITH THERMOPLASTIC

1. Thermoplastic Plastic Stripe shall consist of solid or broken (skip) lines, words and/or symbols of the type, color and the location shown on the plans. It is the intent of these specifications that short lines which are defined to be crosswalks, stop bars, arrow symbols and crosshatching shall be extruded. All other lines, unless otherwise specified, shall be sprayed.
2. Equipment: The material shall be applied to the pavement by an extrusion method wherein one side of the shaping die is the pavement and the other three sides are contained by or are part of suitable equipment for heating and controlling the flow of material, or it shall be applied by spray techniques. Either method shall be applied as to assure continuous uniformity in the dimension of the stripe. The type of application at each

location shall be designated by the Engineer.

Each spray application machine must be equipped with an automatic counting mechanism capable of recording the number of linear feet of material applied to the roadway surface with an accuracy of 0.50%.

The equipment shall be constructed to provide continuous mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the shaping die or gun shall be constructed such as to prevent accumulation and clogging. All parts of the equipment which come in contact with the material shall be so constructed as to be easily accessible and exposable for cleaning and maintenance. The equipment shall be constructed so that all mixing and conveying parts up to and including the shaping die or gun maintain the material at the plastic temperature with heat transfer oil or electrical element controlled heat. No external source of direct heat will be allowed.

The equipment shall be so constructed as to insure continuous uniformity in the dimensions of the stripe. The applicator shall provide means for cleanly cutting off stripe ends squarely and shall provide a method of applying "skip" lines. The use of pans, aprons, or similar appliances which the die overruns will not be permitted under this Specification. The equipment shall also be capable of producing varying widths of traffic markings.

Glass spheres applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the striping machine in such a manner that the beads are dispensed almost instantaneously upon the installed line. The glass sphere dispenser cutoff shall be synchronized with the automatic cutoff of the thermoplastic material.

Special kettle(s) shall be provided for melting and heating the thermoplastic material. The kettle(s) must be equipped with automatic thermostatic control devices so as to provide positive temperature control and prevent over-heating of the material. The applicator and kettle(s) must be so equipped and arranged as to satisfy the requirements of the National Fire Underwriters.

Applicators shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc.

The applicator equipment to be used on roadway installations shall consist of either hand equipment or truck mounted units depending on the type of marking required.

The hand equipment shall have sufficient capacity to hold 150# of molten material and shall be sufficiently maneuverable to install crosswalks, lane, edge, and center lines; arrows and legends. The truck-mounted unit for lane, edge, and center lines shall consist of a mobile self-contained unit carrying its own material capable of operating at a minimum speed of 5 miles per hour while installing striping.

3. Application

Thermoplastic Traffic Stripe shall not be applied when the pavement temperature in the shade is 40°F or below.

For all extruded thermoplastic, and where directed by the Engineer for sprayed thermoplastic on old asphaltic concrete pavements where the aggregates are exposed, and on all Portland Cement Concrete pavement as directed by the City Traffic Engineer, to insure optimum adhesion, the Contractor shall apply a binder-sealer material prior to the actual thermoplastic installation. The binder-sealer material will form when applied with conventional mobile spray painting equipment, a continuous film over the pavement surface which will dry rapidly and mechanically adhere to the pavement surface. The binder-sealer shall be that product currently in use and recommended by the thermoplastic material manufacturer as shown in the Qualified Products List. To insure optimum adhesion, the thermoplastic material shall be installed in a melted state at a temperature consistent with the manufacturer's recommendations, but less than 375°F.

The material, when formed into traffic strips, must be readily renewable by placing an overlay of new material directly over an old line of compatible material. Such new material shall bond itself to the old line in such a manner that no splitting or separation takes place.

Longitudinal lines shall be off-set at least two inches from construction joints of Portland Cement Concrete pavements.

Crosswalks, stop bars, and symbols shall have a minimum thickness of 3/32" at the edges and a maximum thickness of 3/16" at the center.

Minimum average film thickness of .090" **for lane lines and .060" **for edge lines shall be maintained on all markings unless otherwise noted on the Plans. This is to be computed on the basis of the amount of material used each. The glass sphere top coating must be applied by means

of a pressure type spray gun designed specifically for this purpose, and which embed the spheres into the line surface to at least one-half their diameter. The glass spheres shall be applied at the rate of 14 pounds of spheres to each 100 square feet of compound. It shall be the responsibility of the Contractor to supply all of the necessary auxiliary vehicles required for this operation.

*Minimum Average Film Thickness (Inches) for 4" Wide Strip - Lane Line

$$\frac{= \text{Pound Used}}{\text{Total Linear Feet}} \quad \times 0.270$$

**Minimum Average Film Thickness (Inches) For Edge Lines

$$\frac{= \text{Pounds Used}}{\text{Total Linear Feet}} \quad \times 0.135$$

4. Cleaning: All pavement areas to be striped shall be thoroughly cleaned. Cleaning may be accomplished by the use of hand brooms, rotary brooms, air blasts, scrapers or other approved methods which leave the paving surface thoroughly clean and undamaged. Particular care shall be taken to remove all vegetation and road film from the area to be striped.
5. Acceptance: Segments of the Thermoplastic Traffic Stripe Project which have been placed in conformance with the Plans and Specifications may be accepted, if satisfactory, thirty (30) days after completion of all work required in that segment and the Contractor will be relieved of any further maintenance on such segments.
6. Certification: The producers of the Thermoplastic compound and glass spheres shall furnish to the City 6 copies of certified test reports showing results of all tests specified herein, and shall further certify that the materials meet all requirements of this Section. Final acceptance, however, will be contingent upon satisfactory test results of samples obtained after delivery.
7. Warranty: The Contractor shall transfer to the City the warranty on Thermoplastic materials issued by the Manufacturer. The Contractor shall also furnish the City the normal warranty for application. These warranties shall specify the guaranteed retainage of material for a stated period beginning with the application date.

PART 3 - PERVIOUS PAVEMENT

3.01 SCOPE OF WORK:

The work to be completed under this section includes the furnishing of all labor, materials, and equipment necessary for construction of the pervious concrete pavement subjected to light traffic loading as recommended by the Georgia Concrete and Products Association and the Georgia Department of Transportation (GDOT) Standard Specifications for Construction of Roads and Bridges.

3.02 TEST PANELS:

Contractor is to place, joint and cure two test panels, each to be a minimum of 225 sq. ft., at the required project thickness to demonstrate to the Engineer's satisfaction that in-place unit weights can be achieved and a satisfactory pavement can be installed at the site location.

- D. Test panels may be placed at any of the specified portland cement pervious locations. Test panels shall be tested for thickness in accordance with ASTM C 42; void structure in accordance with ASTM C 138; and for core unit weight in accordance with ASTM C 140, paragraph 6.3.
- E. Satisfactory performance of the test panels will be determined by:
 - 1. Compacted thickness no less than 1/4" of specified thickness
 - 2. Void Structure: 13% minimum, 20% maximum
 - 3. Unit weight plus or minus 5 pcf of the design unit weight
- F. If measured void structure falls below 15% or if measured thickness is greater than 1/4" less than the specified thickness or if measured weight falls less than 5 pcf design unit weight, the test panel shall be removed at the contractor's expense and disposed of in an approved landfill.
- G. If the test panel meets the above mentioned requirements, it can be left in-place and included in the completed work.

3.03 CONCRETE MIX DESIGN:

Contractor shall furnish a proposed mix design with proportions of materials to Owner prior to commencement of work. The data shall include unit weights determined in accordance with ASTM C 29 Paragraph 11, "Jigging Procedure."

3.04 MATERIALS:

- A. **Cement:** Portland Cement Type I or II conforming to ASTM C 150 or Portland Cement Type 1P or IS conforming to ASTM C 595.

B. **Aggregate:** Use Georgia Department of Transportation (GDOT) No. 89 coarse aggregate (3/8 to No. 50) per ASTM D 448. If other gradation of aggregate is to be used, submit data on proposed material to owner for approval.

C. **Air Entraining Agent:** Shall comply with ASTM C 260.

E. Admixtures:

Type A Water Reducing Admixtures - ASTM C 494

Type B Retarding - ASTM C 494

Type D Water Reducing/Retarding - ASTM C 494

Also, a hydration stabilizer can be utilized and is recommended in the design and production of pervious concrete. This stabilizer suspends cement hydration by forming a protective barrier around the cementitious particles, which delays the particles from achieving initial set. The admixture's primary function should be as a hydration stabilizer, however, it must also meet the requirements of ASTM C 494 Type B Retarding or Type D Water Reducing/Retarding admixtures.

3.05 PROPORTIONS:

A. **Cement Content:** For pavements subjected to vehicular traffic loading, the total cementitious material shall not be less than 600 lbs. per cu. yd.

B. **Aggregate Content:** The volume of aggregate per cu. yd. shall be equal to 27 cu. ft. when calculated as a function of the unit weight determined in accordance with ASTM C 29 "Jigging Procedure." Fine aggregate, if used, should not exceed 3 cu. ft. and shall be included in the total aggregate volume.

C. **Admixtures:** Shall be used in accordance with the manufacturer's instructions and recommendations.

D. **Mix Water:** Mix water shall be such that the cement paste displays a wet metallic sheen without causing the paste to flow from the aggregate. (Mix water yielding a cement paste with a dull-dry appearance has sufficient water for hydration.)

3.06 SUBGRADE PREPARATION AND FORMWORK:

A. **Subgrade Material:** The top 6 inches shall be composed of granular or gravelly soil that is predominantly sandy with no more than a moderate amount of silt or clay.

B. **Subgrade Permeability:** Prior to placement of Portland Cement Pervious Pavement, the subgrade shall be tested for rate of permeability by double ring infiltrometer, or other suitable test of subgrade soil permeability. The tested permeability must reasonably compare to the design permeability.

- C. **Subgrade Support:** The subgrade shall be compacted by a mechanical vibratory compactor to a minimum density of 92% of a maximum dry density as established by ASTM D 1557 or AASHTO T 180. Subgrade stabilization shall not be permitted. If fill material (embankment) is required to bring the subgrade to final elevation, it shall be clean and free of deleterious materials. It shall be placed in 8 inch maximum layers, and compacted by a mechanical vibratory compactor to a minimum density of 92% of a maximum dry density as established by ASTM D 1557 or AASHTO T 180.

- 3.06.4 **Subgrade Support:** The subgrade shall be compacted by a mechanical vibratory compactor to a minimum density of 92% of a maximum dry density as established by ASTM D 1557 or AASHTO T 180. Subgrade stabilization shall not be permitted. If fill material (embankment) is required to bring the subgrade to final elevation, it shall be clean and free of deleterious materials. It shall be placed in 8 inch maximum layers, and compacted by a mechanical vibratory compactor to a minimum density of 92% of a maximum dry density as established by ASTM D 1557 or AASHTO T 180.

3.07 MIXING, HAULING AND PLACING:

- A. **Mix Time:** Truck mixers shall be operated at the speed designated as mixing speed by the manufacturer for 75 to 100 revolutions of the drum.
- B. **Transportation:** The portland cement aggregate mixture may be transported or mixed on site and should be used within one (1) hour of the introduction of mix water, unless otherwise approved by an engineer. This time can be increased to 90 minutes when utilizing the hydration stabilizer specified in Section 205.
- C. **Discharge:** Each mixer truck will be inspected for appearance of concrete uniformity according to Section 304. Water may be added to obtain the required mix consistency. A minimum of 20 revolutions at the manufacturer's designated mixing speed shall be required following any addition of water to the mix. Discharge shall be a continuous operation and shall be completed as quickly as possible. Concrete shall be deposited as close to its final position as practicable and such that fresh concrete enters the mass of previously placed concrete. The practice of discharging onto subgrade and pulling or shoveling to final placement is not allowed.
- D. **Placing and Finishing Equipment:** Unless otherwise approved by the Owner in writing, the contractor shall provide mechanical equipment of either slipform or form riding with a following compactive unit that will provide a minimum of 10 psi vertical force. The pervious concrete pavement will be placed to the required cross section and shall not deviate more than $\frac{3}{8}$ inch in 10

feet from profile grade. If placing equipment does not provide the minimum specified vertical force, a full width roller or other full width compaction device that provides sufficient compactive effort shall be used immediately following the strike-off operation. After mechanical or other approved strike-off and compaction operation, no other finishing operation will be allowed. If vibration, internal or surface applied, is used, it shall be shut off immediately when forward progress is halted for any reason. The contractor will be restricted to pavement placement widths of a maximum of fifteen (15') feet unless the contractor can demonstrate competence to provide pavement placement widths greater than the maximum specified to the satisfaction of the Engineer.

- E. Curing:** Curing procedures shall begin within 20 minutes after the final placement operations. The pavement surface shall be covered with a minimum six (6) mil thick polyethylene sheet or other approved covering material. Prior to covering, a fog or light mist shall be sprayed above the surface when required due to ambient conditions (temperature, wind, and humidity). The cover shall overlap all exposed edges and shall be secured (without using dirt or stone) to prevent dislocation due to winds or adjacent traffic conditions.

Cure Time:

1. Portland Cement Type I, II or IS - 7 days minimum
2. Portland Cement Type I or Type 1P - 10 days minimum
3. No truck traffic shall allowed for 10 days (no passenger car/light trucks for 7 days).

- F. Jointing:** Transverse control (contraction) joints shall be installed at 20 foot intervals. They shall be installed at a depth of 1/4 the thickness of the pavement. Longitudinal control joints shall be installed at the mid-point if the constructed lane width exceeds 15 feet. These joints can be installed in the plastic concrete or saw cut. If saw cut, the procedure should begin as soon as the pavement has hardened sufficiently to prevent raveling and uncontrolled cracking (normally after curing). Transverse construction joints shall be installed whenever placing is suspended a sufficient length of time that concrete may begin to harden. In order to assure aggregate bond at construction joints, a bonding agent suitable for bonding fresh concrete to existing concrete shall be brushed, rolled, or sprayed on the existing pavement surface edge. Isolation (expansion) joints will not be used except when pavement is abutting slabs or other adjoining structures.

3.08 TESTING, INSPECTION AND ACCEPTANCE:

- A. Laboratory Testing:** The Owner will retain an independent testing laboratory. The testing laboratory shall conform to the applicable requirements of ASTM E 329, Standard Recommended Practice for Inspection and Testing Agencies

for Concrete, Steel, and Bituminous Materials as Used in Construction, and ASTM C 1077, Standard Practice for Testing Concrete and Concrete Aggregates for Use in Construction, and Criteria for Laboratory Evaluation, and shall be inspected and accredited by the Concrete Advisory Board of Georgia, Inc. or by an equivalent recognized national authority.

The agent of the testing laboratory performing field sampling and testing for concrete shall be certified by the American Concrete Institute as a Concrete Field Testing Technician Grade I, or by a recognized state or national authority for an equivalent level of competence.

- B. Testing and Acceptance:** A minimum of one (1) gradation test of the subgrade is required every 5,000 square feet to determine percent passing the No. 200 sieve per ASTM C 117.

A minimum of one test for each day's placement of pervious concrete in accordance with ASTM C 172 and ASTM C 29 to verify unit weight shall be conducted. Delivered unit weights are to be determined in accordance with ASTM C 29 using a 0.25 cubic foot cylindrical metal measure. The measure is to be filled and compacted in accordance with ASTM C 29 Paragraph 11, "Jigging Procedure." The unit weight of the delivered concrete shall be _ 5 pcf of the design unit weight.

Test panels shall have two cores taken from each panel in accordance with ASTM C 42 at a minimum of seven (7) days after placement of the pervious concrete. The cores shall be measured for thickness, void structure, and unit weight. Untrimmed, hardened core samples shall be used to determine placement thickness. The average of all production cores shall not be less than the specified thickness with no individual core being more than 1/4 inch less than the specified thickness. After thickness determination, the cores shall be trimmed and measured for unit weight in the saturated condition as described in Paragraph 6.3.1 "Saturation" of ASTM C 140, "Standard Methods of Sampling and Testing Concrete Masonry Units."

The trimmed cores shall be immersed in water for 24 hours, allowed to drain for one (1) minute, surface water removed with a damp cloth, then weighed immediately. Range of satisfactory unit weight values are _ 5 pcf of the design unit weight.

After a minimum of 7 days following each placement, three cores shall be taken in accordance with ASTM C 42. The cores shall be measured for thickness and unit weight determined as described above for test panels. Core holes shall be filled with concrete meeting the pervious mix design.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

Delete Section 415 and substitute the following:

415.1 General Description

This work includes constructing a bituminous plant produced Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI) over the existing roadway surface. The mixture shall serve as asphaltic concrete leveling over irregular surfaces and provide mitigation for reflective cracking prior to the placement of the final surface pavement. The mixture shall conform to the lines, grades, thicknesses, typical sections and cross sections shown on the Plans or established by the Engineer.

This section includes the requirements for Asphaltic Concrete Open Graded Crack Relief Interlayer mixtures regardless of the gradation of the aggregates, type and amount of bituminous material, or pavement use. Follow the requirements in Section 400, Section 402 and Section 828 for production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

Acceptance of work is on a lot-to-lot basis according to the requirements of this Section, Section 400, Section 402 and Section 106.

415.1.01 Definitions

Asphaltic Concrete Open Graded Crack Relief Interlayer: an open graded mixture placed at a lift thickness that yields stone on stone contact that provides in-place air void content of 18 to 23 percent to mitigate existing cracking within asphaltic concrete pavements.

415.1.02 Related References

A. Standard Specifications

- Section 106—Control of Materials
- Section 109—Measurement and Payment
- Section 152—Field Laboratory Building
- Section 400 – Hot Mix Asphaltic Concrete Construction
- Section 402 – Hot Mix Recycled Asphaltic Concrete
- Section 413—Bituminous Tack Coat
- Section 800 – Coarse Aggregate
- Section 802 - Aggregate for Asphaltic Concrete
- Section 820 – Asphalt Cement
- Section 828—Hot Mix Asphaltic Concrete Mixtures
- Section 831 – Admixtures
- Section 882 – Lime
- Section 883 – Mineral Filler

B. Referenced Documents

- AASHTO T 209
 - AASHTO T 202
 - AASHTO T 49
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Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

AASHTO T 315

Department of Transportation Standard Operating Procedure (SOP) 27

Department of Transportation Standard Operating Procedure (SOP) 15

Department of Transportation Standard Operation Procedure (SOP) 40

GDT 38

GDT 73

GDT 83

GDT 114

GDT 119

GDT 125

GDT 126

GSP 15

GSP 21

QPL 1

QPL 2

QPL 7

QPL 26

QPL 39

QPL 41

QPL 45

415.1.03 Submittals

A. Invoices

Furnish formal written invoices from a supplier for all materials used in production of HMA when requested by Department. Show the following on the Bill of Lading:

- Date shipped
- Quantity in tons (megagrams)
- Included with or without additives (for asphalt cement)

Purchase asphaltic cement directly from a supplier listed on Qualified Products List 7 and provide copies of Bill of Lading at the Department's request.

B. Paving Plan

Before starting asphaltic concrete construction, submit a written paving plan to the Engineer for approval. Include the following on the paving plan:

- Proposed starting date
 - Location of plant(s)
 - Rate of production
 - Average haul distance(s)
 - Number of haul trucks
 - Paver speed feet (meter)/minute for each placement operation
 - Mat width for each placement operation
 - Number and type of rollers for each placement operation
-

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

- Sketch of the typical section showing the paving sequence for each placement operation
- Electronic controls used for each placement operation
- Temporary pavement marking plan

If staged construction is designated in the Plans or contract, provide a paving plan for each construction stage.

If segregation is detected, submit a written plan of measures and actions to prevent segregation. Work will not continue until the plan is submitted to and approved by the Department.

C. Job Mix Formula

Submit to the Engineer a written job mix formula proposed for each mixture type to be used based on an approved mix design. Furnish the following information for each mix:

- Specific project for which the mixture will be used
- Source and description of the materials to be used
- Mixture I.D. Number
- Proportions of the raw materials to be combined in the paving mixture
- Single percentage of the combined mineral aggregates passing each specified sieve
- Single percentage of asphalt by weight of the total mix to be incorporated in the completed mixture
- Single temperature at which to discharge the mixture from the plant
- Theoretical specific gravity of the mixture at the designated asphalt content
- Name of the person or agency responsible for quality control of the mixture during production

Do the following to have the formulas approved in accordance with SOP 40 “Approval of Contractor Job Mix Formulas” and to ensure their quality:

1. Submit proposed job mix formulas for review at least two weeks before beginning the mixing operations.
2. Do not start hot mix asphaltic concrete work until the Engineer has approved a job mix formula for the mixture to be used. No mixture will be accepted until the Engineer has given approval.
3. Provide mix designs for all Asphaltic Concrete Open Graded Crack Relief Interlayer mixtures to be used.
4. After a job mix formula has been approved, assume responsibility for the quality control of the mixtures supplied to the Department according to Subsection 106.01, “Source of Supply and Quantity of Materials.”

D. Quality Control Program

Submit a Quality Control Plan to the Office of Materials and Testing for approval. The Quality Control Program will be included as part of the certification in the annual plant inspection report.

415.2 Materials

The requirements established in Section 400 are to be followed for Asphaltic Concrete Open Crack Relief Interlayer production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

Ensure that materials comply with the specifications listed in Table 1.

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

Table 1—Materials Specifications

Material	Subsection
Asphalt Cement, Grade Specified	820.2
Coarse Aggregates for Asphaltic Concrete	802.2.02
Fine Aggregates for Asphaltic Concrete	802.2.01
Mineral Filler	883.1
Heat Stable Anti-Stripping Additive	831.2.04
Hydrated Lime	882.2.03
Silicone Fluid (When approved by the Office of Materials and Testing)	831.2.05
Bituminous Tack Coat: PG 58-22, PG 64-22, PG 67-22	820.2
Hot Mix Asphaltic Concrete Mixtures	828

415.2.01 Mix Design Requirements

The Open Graded Crack Relief Interlayer Mixture shall be formulated to contain approximately 18 to 23 percent in-place air voids after compaction. Use approved mixtures that meet the following mixture control tolerances and design criteria:

Table 2 – Asphaltic Concrete Open Graded Crack Relief Interlayer Mixture Design and Control

Sieve Size	Mixture Control Tolerance, %	Design Gradation Limits, % Passing
		Open Graded Crack Relief Interlayer
3/4 in (19 mm) sieve	±0.0	100
1/2 in (12.5 mm) sieve	±6.1	80 - 100
3/8 in (9.5 mm) sieve	±5.6	40 - 65
No. 4 (4.75 mm) sieve	±5.7	10 - 25
No. 8 (2.36 mm) sieve	±4.6	2 - 10
No. 200 (75 µm) sieve	±2.0	2 - 5
Range for % AC	±0.4	4.50 – 5.25
Class of stone (Section 800)		"A" only
Drain-down (AASHTO T305), %		<0.3
Design optimum air voids (%)		20% ± 2%
Control Sieves used in Acceptance Schedule		3/8 in., No. 8 (9.5 mm, 2.36 mm) and Asphalt Cement

Notes:

1. Use only PG 64-22 or PG 67-22 asphalt cement (specified in Section 820).
2. Use no less than 1.0% hydrated lime regardless of aggregates group or source(s) used.
3. Ensure no more than 10 percent Recycled Asphalt Pavement (RAP) is used in Asphaltic Concrete Open Graded Interlayer mixtures.
4. Quality Acceptance Test Results for AC content deviating > ± 0.3 % from the approved Job Mix Formula (JMF) consistently over three Lots may subject the mix to a revised AC content on the project JMF at the discretion of the State Materials Engineer based on statistical trend.
5. Range for % AC is Original Optimum AC (OOAC) at 25 blow Marshall prior to the Corrected Optimum

Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

AC (COAC) calculation detailed in SOP 2 (Appendix D).

415.3 Construction Requirements

The requirements established in Section 400 are to be followed for asphaltic concrete mixture production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

415.3.01 Personnel

General Provisions 101 through 150.

415.3.02 Construction

Asphaltic concrete plants that produce mix for Department use are governed by Quality Assurance for Hot Mix Asphaltic Concrete Plants in Georgia, Laboratory Standard Operating Procedure No. 27.

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification.

- A. Apply a bituminous tack coat according to Section 413. The Engineer will determine the application rate, which must be within the limits of 0.06 gal/yd² to 0.10 gal/yd² (0.27 L/m² to 0.45 L/m²) (**residual asphalt cement**).
- B. The mix shall be produced and placed at a temperature of 250°F with a tolerance of ± 20°F.
- C. Place the mix to a compacted lift thickness of 1-inch (25 mm). For construction purposes, the target thickness will be converted to spread rate based on the bulk specific gravity of the asphaltic concrete mixture being used as shown in the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t * G_{mb} * 46.8 \quad (\text{Spread rate (kg/ m}^2\text{)} = t * G_{mb})$$

Where: t = Compacted lift thickness (inches, mm)

G_{mb} = bulk specific gravity of the mix from the approved mix design

The spread rate shall be controlled within 10 lbs/yd² (6 kg/m²).

- D. Do not place mix at air temperatures below 50 °F (10 °C).
- E. The mix shall be compacted in a manner to achieve 18 to 23 percent in-place air voids. Steel wheel rollers operating in static mode **only** will be used to seat the lift of Asphaltic Concrete Open Graded Crack Relief Interlayer mixture. Pneumatic tire rollers shall not be allowed on the Asphaltic Concrete Open Graded Crack Relief Interlayer mat.

415.4. Measurement

Asphaltic Concrete Open Graded Crack Relief Interlayer mixture, complete, in place and accepted, is measured in tons (megagrams). If the spread rate exceeds the upper limits outlined in Subsection 415.3.02.C by > 15 lbs/yd², the mix in excess will not be paid for. If the rate of the spread is ≤ 10 lbs/yd² than the lower limit, the deficient course is subject to correction by overlaying the entire lot. The mixture used for correcting deficient areas is paid for at the Contract Unit Price of the course being corrected and is subject to mixture control requirements established in Table 2 – Asphaltic Concrete Open Graded Crack Relief Interlayer Mixture Design and Control. After the deficient course has been corrected, the total spread rate for that lot is recalculated, and the mix in excess of the upper limits outlined in Subsection 415.3.02.C will not be paid for.

415.5 Payment

Asphaltic Concrete Open Graded Crack Relief-Interlayer mix is paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for furnishing and placing materials including asphalt cement, hydrated lime, approved additives, and for cleaning and repairing, preparing surfaces, hauling, mixing, spreading, rolling, and performing other operations to complete the Contract Item.

Payment will be made under:

Item No. 415	Asphaltic Concrete Open Graded Crack Relief Interlayer, group-blend, Including bituminous materials and hydrated lime	Per ton (megagram)
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Section 415—Asphaltic Concrete Open Graded Crack Relief Interlayer

415.5.01 Adjustments

A. Materials Produced and Placed During the Adjustment Period

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification.

Asphaltic Concrete Open Graded Crack Relief Interlayer shall be granted an adjustment period for the first Lot or day, whichever is less, produced for the Contract. A new adjustment period shall not be granted for a change of producer, mix design or asphalt plant location. The adjustment period is provided to adjust or correct the mix and to establish the construction procedures and sequence of operations. Test the mixture in accordance with Section 400.3.06. Maintain the asphalt cement content and gradation within the limits provided in Table 2 – Asphaltic Concrete Open Graded Interlayer Mixture Design and Control. The Engineer will not use these test results in the acceptance for payment decision but production and placement operations shall cease for failure to meet mixture control tolerances established in Table 2 – Asphaltic Concrete Open Graded Interlayer Mixture Design and Control.

415.5.02 Determine Lot Acceptance

The Engineer will accept the mixture based on visual inspection. The mixture shall be inspected for texture, segregation, bleeding, fat spots, raveling, delamination, tearing, targeted in-place air void content and slippage areas. Remove and replace any areas determined to be unacceptable to the Engineer.

Office of Materials and Testing



SUBJECT: Memorandum of Understanding (MOU) between Glynn County Police Department (GCPD) and the City of Brunswick Police Department (BPD)

COMMISSION ACTION REQUESTED ON: May 18, 2022

PURPOSE: The purpose of this Agreement is to sustain public safety and protect life and property within the City by providing the City the ability to request aid from the County police for temporary, supplemental police services. The City would request an officer(s) to be assigned directly to support shift shortages that arise.

HISTORY: The City and County currently have a mutual aid agreement which covers activities between the two agencies for specific incident support. This memorandum of understanding would provide more direct assistance for normal shift operations versus aid for specific incidents or activities.

FACTS AND ISSUES: The Brunswick Police Department has experienced unprecedented staff shortages and occasionally has a deficiency beyond the normal levels that has reduced the number of officers needed to cover patrol shifts. At these times, the MOU would allow the City Police Department to request assistance from the County police to support various shifts as needed.

BUDGET INFORMATION: Funds will be paid from salary savings due to vacancies in staffing within the department. Funds will be calculated based on a flat rate which will encompass the average of salaries, benefits and use of equipment and vehicles by County personnel.

OPTIONS:

1. Approve the Memorandum of Understanding to support shift coverage from the County Police Department as requested by the City of Brunswick Police Department.
2. Do not approve the Memorandum of Understanding to support shift coverage from the County Police Department as requested by the City of Brunswick Police Department.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Approve the Memorandum of Understanding to support shift coverage from the County Police Department as requested by the City of Brunswick Police Department.

DEPARTMENT: Brunswick Police Department

Prepared by: Chief Kevin Jones

ADMINISTRATIVE COMMENTS:

We recommend approval of this MOU to ensure shift coverage is appropriate and available to support the safety and welfare of the city at all times.

ADMINISTRATIVE RECOMMENDATION:

Approve the Memorandum of Understanding to support shift coverage from the County Police Department as requested by the City of Brunswick Police Department.

Regina McDuffie

City Manager

5/10/2022

Date

INTERGOVERNMENTAL AGREEMENT
Between
GLYNN COUNTY, GEORGIA and THE CITY OF BRUNSWICK, GEORGIA

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), is made and entered into as of the day _____ of May, 2022, by and between the CITY OF BRUNSWICK, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "City") and GLYNN COUNTY, GEORGIA, a political subdivision of the state of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "County").

WHEREAS, Glynn County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Brunswick is a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners; and

WHEREAS, the City and the County endeavor to provide mutual aid to each other when requested; and

WHEREAS, the City intends to request, pursuant to O.C.G.A. § 36-69-3(a)(1), temporary, supplemental police services when necessary to provide additional shifts of sworn police officers within the City Limits in order to assist in the prevention of detection of violations of the law and in the apprehension or arrest of persons who violate a criminal law of this state; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement as authorized by O.C.G.A. § 36-69-3.1 to provide temporary, supplemental police services within the boundaries of Brunswick when requested by the City; and

WHEREAS, the City will provide financial compensation for the temporary, supplemental police services when such services are requested by the City; and

WHEREAS, the County and the City wish to establish the cost of temporary, supplemental police services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the County and City agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to sustain public safety and protect life and property within the City by providing the City the ability to request mutual aid from the County police for

temporary, supplemental police services.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

- 2.1 ***County Chief of Police*** means the Chief of the Glynn County Police Department or designee.
- 2.2 ***City Police Chief*** means the Chief of the City of Brunswick Police Department.
- 2.3 ***Police Services*** means those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to: (1) the prevention or detection of violations of any criminal or quasi-criminal law of this state, (2) the prevention or detection of violations of any local criminal or quasi-criminal, (3) conducting criminal investigations of incidents of crime in order to arrest responsible persons for prosecution; (4) directing and enforcing laws, (5) responding to emergency and non-emergency calls for service, (6) conducting field interviews, (7) arresting criminal offenders, (8) directing and controlling traffic, and (9) issuing citations for violations of criminal and quasi-criminal state and local laws, and (10) appearing in court. These activities constitute the comprehensive police services within the City limits provided when such a request is presented by the City to the County and shall be offered for shifts identified by the City.

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement is a temporary term, commencing May __, 2022, at 0000 hours and concluding at 2400 hours on December 31, 2022. This Agreement shall automatically renew without further action by the City or the County on the first of each succeeding month for three (3) additional one (1) month terms unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all police services within its boundaries, unless extended by mutual amendment to this Agreement approved by both governing bodies.

ARTICLE 4 COMPENSATION AND CONSIDERATION

The City agrees to pay to the County, as compensation for providing the services described in this Agreement above, and the County agrees to accept the payment as total compensation for providing to the City the services described in this Agreement. Billing for services described in this Agreement above shall be on a monthly basis as shown on Exhibit "A", which is attached and incorporated by reference in this agreement. The County will provide the City with a monthly

invoice for services rendered. The City will submit payment to the County in a timely manner.

ARTICLE 5 REQUEST FOR SERVICES

In the event the City is in need of the police services from the County as defined in Article 6 of this agreement, the City Police Chief or designee will make the request and identify the number of officers requested and the shifts expected to be covered to the County Police Chief or his or her designee. Upon receiving such request, the County Police Chief shall, in consultation with the County Manager, ensure such services are available to the City and notify the City as soon as reasonably practicable.

ARTICLE 6 SERVICES

- 6.1 During the term of this agreement, the County shall provide the requested police services to the City if the County determines that it has the available resources to provide said services. Such police services shall be clearly identified by the City Police Chief when submitting the request. The police services shall be considered temporary, supplemental and such officers shall be only required to cover such shifts as identified by the City and approved by the County.
- 6.2 The parties acknowledge that, during such time as the County provides police services as set forth herein, the officers shall not be considered officers of the City and shall abide by all rules, regulations and requirements of his/her own employer. The City Police Chief shall be in command as to strategy, tactics, and overall direction of the operations with respect to the County officers rendering assistance extraterritorially at the request of the City. All orders or directions regarding the operations of the County Officers shall be relayed to the senior officer in command of the County.

ARTICLE 7 EQUIPMENT

The County police personnel assigned to work within the City will utilize County equipment, uniforms, and motor vehicles in connection with this Agreement in order to perform the agreed upon police services. The parties agree that the risk of loss or damage to all such personnel or equipment shall be born solely by the party providing such assets in support of police services. County personnel assigned to provide police services within the City shall not operate or drive City-owned vehicles.

ARTICLE 8 AUTHORITY TO ENFORCE THE LAW IN BRUNSWICK

- 8.1 Sworn County police officers serving in the City in accordance the temporary service described herein, shall take an oath administered by an official authorized by the City of Brunswick to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking law enforcement duties pursuant to this Agreement to enforce the

ordinances of the City of Brunswick.

- 8.2 Sworn police officers shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City or the County, to make arrests or issue citations incident to the enforcement of the applicable County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the applicable ordinances of the City and the County is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers within the City of Brunswick.
- 8.3 Sworn police officers shall enforce applicable City and County ordinances and violations of City traffic ordinances and shall appear in the Municipal Court of the City of Brunswick as necessary to prosecute cases made therein. The City agrees to compensate off duty officers for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the uniform patrol officers working within the City.

ARTICLE 9 EMPLOYMENT STATUS

- 9.1 All sworn officers assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, worker's compensation and disciplinary functions.
- 9.2 All sworn officers as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the Glynn County Police Department command structure.
- 9.3 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the entities hereto or as constituting one of the entities as the agent, representative or employee of another entity for any purpose or in any manner whatsoever, whether sworn in or not by such other entity, except as specifically stated otherwise in this Agreement.

ARTICLE 10 RECORDKEEPING AND REPORTING

- 10.1 During the term of this Agreement, the County Police Department will continue to maintain Initial Incident Reports, Supplemental Reports and other reports relating to police department activity in the City.
- 10.2 During the term of this Agreement, the County will continue to compile, maintain and submit all law enforcement data for the City, including UCR statistics, to state and

federal authorities in the form and manner required of police agencies in Georgia. The City shall be responsible for creation of any necessary User Agreements with the Georgia Crime Information Center (“GCIC”) and the establishment of a unique *ORI* in order for the County to comply with this paragraph. In addition, the City shall be responsible for any costs incurred with the County’s software vendor if software modifications are necessary in order to comply with this paragraph. Otherwise, the Glynn County Police Department will continue to report the required crime statistics to the State and Federal governments as a part of unincorporated Glynn County for the duration of this Agreement.

- 10.3 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 11 CITY-COUNTY RELATIONS

The City Chief of Police will notify the City Manager, the County Manager and the County Chief of Police (if applicable) in the event of a significant criminal event or emergency situation occurred within the City involving an officer assigned in accordance with this Agreement.

ARTICLE 12 TERMINATION AND REMEDIES

- 13.1 The City may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the County.
- 13.2 The County may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the City.
- 13.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 14 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested or by electronic mail. Future changes in address shall be effective upon written notice being given by the City to the County Manager or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City:

City of Brunswick, Georgia
Attn: City Manager
City Hall Pate Building
601 Gloucester Street

Brunswick, Georgia 31520

If to the County:

Glynn County, Georgia
Attn: County Manager
1725 Reynolds Street, Suite 302
Brunswick, Georgia 31520

ARTICLE 15
EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 16
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 17
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Glynn County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 19
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 20
LIABILITY

- 20.1 Despite being cross-sworn for the purpose of conducting extraterritorial police services, each party recognizes and agrees that all such assigned personnel remain solely the employee, officer and/or agent of the assigning party, except as specifically stated otherwise in this Agreement, and that all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of the parties when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to such officers, agents, or employees to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially..
- 20.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Nothing in this Agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
- 20.3 Each party shall obtain and maintain such insurance as it deems necessary to protect itself and its elected officials, officers, agents, volunteers and employees from any liability, claims causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, arising directly or indirectly from any act or omission of its own officials, officers, employees, agents or volunteers arising from the activities of its own employees, agents, and volunteers. Neither party shall be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other party even where officers are sworn in by the other party.
- 20.4 Each party to this agreement expressly declines responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers and employees, whether sworn in or otherwise. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement. Neither party shall be required to protect or indemnify the other party for the activities of any extraterritorial officer employed by the other party, notwithstanding that such officer was cross-sworn in accordance with paragraph 8.1 above.
- 20.5 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Jurisdiction for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

20.6 Each party shall be responsible for damages to or loss of its own vehicles and equipment. To the extent allowed by law, each waives the right to, and agrees that it will not, bring any claim or suit against any other local governing authority for damages to or loss of its equipment arising out of participation in or assistance with extraterritorial investigations, even if the damages or losses were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned to the extraterritorial investigation by its law enforcement entity.

**ARTICLE 21
COUNTERPARTS**

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF BRUNSWICK, GEORGIA:

By: _____
Cosby H. Johnson, Mayor
City of Brunswick

Attest: _____
Naomi D. Atkinson, City Clerk

GLYNN COUNTY, GEORGIA:

By: _____
David O'Quinn, Chairman
Glynn County Board of Commissioners

Attest: _____
Ronda Vakulich, County Clerk

EXHIBIT “A”

For each patrol officer and/or patrol Sergeant provided by the County to the City, the City shall pay the County the hourly rate provided in the table below. If said officer or Sergeant goes into overtime, the City shall pay the County the overtime rate in the table below for that time during which the officer or Sergeant is eligible for overtime. The hourly rate will be paid pro rata for portions of an hour.

Additionally, for each patrol officer and/or patrol Sergeant provided by the County to the City, the City shall pay the County the mileage/vehicle use rate in the table below. The mileage/vehicle use rate shall be charged per officer, per shift.

Flat Hourly Rate for Patrol Officer	
Average hourly rate for Patrol Officer	\$ 24.06
Average benefits cost per hour for Patrol Officer	12.44
Total hourly rate for Patrol Officer	<u>\$ 36.50</u>
Rounded:	\$37/ hour
Average overtime rate for Patrol Officer	\$ 36.09
Average overtime benefits cost per hour for Patrol Officer	6.44
Total overtime hourly rate for Patrol Officer	<u>\$ 42.53</u>
Rounded:	\$43/ hour
Flat Hourly Rate for Patrol Sgt.	
Average hourly rate for Patrol Sgt.	\$ 28.44
Average benefits cost per hour for Patrol Sgt.	13.22
Total hourly rate for Patrol Sgt.	<u>\$ 41.66</u>
Rounded:	\$42/hour
Average overtime rate for Patrol Sgt.	\$ 42.66
Average overtime benefits cost per hour for Patrol Sgt.	7.61
Total overtime hourly rate for Patrol Sgt.	<u>\$ 50.27</u>
Rounded:	\$50/hour
Flat Daily Rate for Mileage/ Vehicle Use	
Average of 75 miles driven per shift per officer @ \$0.60/mile	\$ 45.00



SUBJECT: Memorandum of Agreement between Coastal Pines Tech and BPD

COMMISSION ACTION REQUESTED ON: May 18, 2022

PURPOSE: Agreement to provide law enforcement services upon the request of the other party in response to emergency or special circumstances that may exceed the immediate resources, skill, and equipment capacities of either party's law enforcement agency.

HISTORY: None

FACTS AND ISSUES: None

BUDGET INFORMATION: None

OPTIONS:

DEPARTMENT RECOMMENDATION ACTION:

DEPARTMENT: Brunswick Police Department

Prepared by: Chief Kevin Jones

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Regina McDuffie

City Manager

05/10/2022

Date



**Memorandum of Agreement
Between
Coastal Pines Technical College
And
Brunswick Police Department**

I. Purpose

This Memorandum of Agreement (“Agreement”) is entered into on this 11th day of April 2022, by and between the Brunswick Police Department and Coastal Pines Technical College, an institution within the Technical College System of Georgia (“TCSG”). The purpose of this Agreement is to provide law enforcement services upon the request of the other Party to this agreement in response to emergency or special circumstances that may exceed the immediate resources, skill, and equipment capacities of either party’s law enforcement agency. This agreement incorporates by reference standards contained in O.C.G.A. § 36-69-1, *et seq.*, including subsequent amendments thereto.

II. Affiliating Agreement

Pursuant to O.C.G.A. § 36-69-1, *et seq.*, Coastal Pines Technical College and the Brunswick Police Department are authorized to furnish assistance extraterritorially to each other during a local emergency, defined as the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of an institution within TCSG caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of one party to this agreement, and which require combined forces of both parties to combat.

This agreement provides the following:

- A. This agreement must be approved by the governing authority of the local political subdivision, and the President of the technical college, the Commissioner of TCSG, and the State Board of the Technical College System of Georgia.
- B. Once the Agreement is approved by all governing authorities and upon the request of either party for assistance in a local emergency, the Coastal Pines Technical

College and the Brunswick Police Department may cooperate with and render assistance extraterritorially to the party requesting the same.

- C. The senior officer of the requesting party shall be in command of the local emergency as to strategy, tactics, and overall direction of operations.
- D. In accordance with O.C.G.A. § 36-69-4, responding employees of either party *“shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or on the campus of the institution at which they are normally employed.”*
- E. Parties responding to requests in conformance with this Agreement shall pay any expense for furnishing of their own equipment, loss or damage to such equipment, and costs incurred in operation and maintenance of their equipment. Further, the responding party shall compensate responding employees during the time they are rendering aid and defray actual travel expenses of employees.
- F. Both parties shall ensure that all of their officers are properly trained and P.O.S.T. certified. If any officer who shall be participating under this agreement loses P.O.S.T. certification for any reason, the party whose officer has lost the certification shall notify the other party and the officer shall immediately be removed from any job duties associated with this agreement.
- G. Each party to this agreement shall be responsible for the medical expenses of its own officers and employees in their performance of their duties under this agreement.
- H. Nothing in this agreement shall be construed as creating a duty on the part of the parties to respond to a request for assistance, or to stay at the scene of a local emergency for any length of time.

III. Representatives

Any communication regarding this agreement should be directed to the following representatives:

For the College:

Chief Ethan Johnson

For Brunswick Police Department:

Chief Kevin M. Jones

IV. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed by the parties.
2. This agreement will remain in effect until June 30, 2022 [if no money is being expended under this agreement, then the agreement may run beyond the current fiscal year; if money is being expended, then it must terminate on June 30 of each fiscal year].
3. Either party may terminate this agreement upon a 30-day notice in writing to the other party.

B. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.

C. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

No amendment of this Agreement or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

TCSG State Board Chair

Date

Commissioner, TCSG

Date

Louis V. Flut

Coastal Pines Technical College, President

4-11-2022

Date

Elton Johnson

Coastal Pines Technical College, Chief of Police

4-11-2022

Date

Brunswick Police Department, Chief of Police

Date



SUBJECT: Main Street Memorandum Of Understanding

COMMISSION ACTION REQUESTED ON: May 18, 2022 Approval Agenda

PURPOSE: Brunswick's Main Street program was selected as a "Georgia's Exceptional Main Street Program" (GEMS) in 2017. Brunswick's GEMS designation was renewed in 2020 for another three-year term. As a GEMS community, the Memorandum of Understanding between the DDA, City and the Georgia Department of Community Affairs is unique from the standard Main Street MOU.

HISTORY: Brunswick has been a participating Main Street community since 1986. Each month, the DDA submits National Main Street Communities Certification reports to the DCA. These reports show our compliance with the ten Georgia Main Street Program's Minimum Standards. Additionally, an annual assessment is submitted to the DCA. The statistics were reported to the Commission at the March 16 meeting and the annual summary from DCA is attached.

FACTS AND ISSUES: The MOU offers a baseline of performance and service between the City of Brunswick, Department of Community Affairs and the Brunswick Main Street program (DDA). This agreement protects and strengthens Georgia's Main Street Programs and the progress made on local and statewide levels. The GEMS MOU is consistent with the GEMS MOUs approved by the Commission in previous years.

BUDGET INFORMATION: No new costs are associated with the MOU.

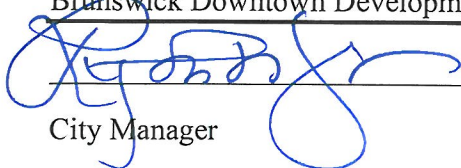
OPTIONS: Authorize the Mayor to electronically execute the Memorandum of Understanding or decline to execute.

DEPARTMENT RECOMMENDATION ACTION: The requirements of the MOU are already being met. This formalizes the agreement between the City; DDA/Main Street; DCA and Main Street America.

DEPARTMENT:

Prepared by: Mathew Hill, Executive Director
Brunswick Downtown Development Authority.

no bid



City Manager

5/10/2022

Date

2021 COMMUNITY IMPACT REPORT

Downtown revitalization is an ever-evolving process, but its impact can be gradual, and easily forgotten if not tracked. That's why the best way to see impact is by measuring it. Below is a summary of your program's impact over the past year.

<i>Number of Public Improvement Projects</i>		
<i>Total Investment in Public Improvement Projects</i>		
<i>Number of Building Improvements</i>		
<i>Total Investment in Building Improvements</i>		
<i>Total Number of New Housing Units</i>		
<i>Number of Promotional Events and Festivals</i>		
<i>Total Number of Volunteer Hours</i>		
	Total Number	Jobs Gained or Lost
<i>New Businesses Opening or Expanding</i>		
<i>Businesses Closing</i>		
	Cumulative Impact	
<i>Total Net New Jobs</i>		
<i>Total Private and Public Investment</i>		



2022
Annual Standards for Accreditation
Non-Presenting Checklist

Introduction

The purpose of the Georgia Main Street Program's annual year-end assessment is to recognize program accomplishments made during the previous calendar year, to address additional downtown revitalization issues, and to discuss barriers which would prevent the local program from achieving future work plan goals and activities. This assessment is not meant to be a qualitative ranking to compare your community's downtown revitalization and management activities with other programs but should be used as a way to evaluate the successfulness of your local program and the greater role it plays in your community's development. Main Streets vary considerably in the size, scope and type of downtown projects and programs. Therefore, comparison between communities is impossible. Instead, this evaluation examines the effectiveness of the local Main Street program within its own context and circumstances.

This year end assessment takes into consideration information gathered throughout the year from several sources including but not limited to, input from municipal partners, on site visits, conversations or emails with the board, committee members and staff. This information combined with this document will be used to determine a program's eligibility to receive a Main Street America designation.

The National Main Street Center, in cooperation with the Georgia Main Street coordinating program, provides benchmarks and guidelines on downtown development best practices and serves as a framework for programs to more effectively operate under. All items on the checklist and compliance in execution of the Memorandum of Understanding between the local program and the Georgia Department of Community Affairs' Office of Downtown Development is closely monitored during the evaluation process and are required to pass the assessment .

The following information must be submitted annually by the **January 15th** deadline in order to be eligible for consideration.

For questions email: elizabeth.elliott@dca.ga.gov



National Main Street Program Accreditation Criteria

1. Broad-based community support
2. Vision and mission statements
3. Comprehensive work plan
4. Historic preservation ethic
5. Active board and committees
6. Adequate operating budget
7. Paid professional staff
8. Program of ongoing training
9. Reporting of key statistics
10. Main Street Network membership

Tell us about your year. Successes, challenges, and anything else you would like our office to know. :



2022 Annual Assessment and Designation Report

Community				
Local Program Contact				
Required Documentation		Submitted	Not Submitted	Needs Improvement
1	Annual Assessment Checklist and Affidavit Completed and signed (Annual Assessment folder)			
2	Map of Main Street program's district boundaries (Annual Assessment folder)			
3	Main Street program's organizational chart (Annual Assessment folder)			
4	Mission and Vision statement (Standard #2 folder)			
5	Annual work plan, utilizing DCA template or pre-approved format (Standard #3 folder)			
6	All board meeting agendas and minutes (Standard #5 folder)			
7	Signed copy of the 2021/2022 MOU (Standard #5 folder)			
8	Board roster, utilizing DCA template (Standard #5 folder)			
9	Main Street program bylaws (Standard #5 folder)			
10	Annual Budget, showing program revenue /expenses and monthly financial statements (Standard #6 folder)			
11	Main Street Manager & support staff job description (Standard #7 folder)			
12	Training log and completion certificates for manager, staff and board members (Standard #8 folder)			
13	A copy of the Main Street program's membership with the National Main Street Center. (Standard #9 folder)			
14	Program has completed and submitted all 12 monthly Community Activity Reports			

Based upon the results of the 2021 Assessment Standards for Accreditation, the monthly reports and supporting documentation provided through Dropbox, by the local Main Street Program to the Office of Downtown Development, it is our recommendation that your community's Main Street Program receive the following accreditation status and designation level for 2022.

Accredited	Probationary	Not Accredited	Classic Main Street Community	GEMS Community	Affiliate Community
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Assessment Reviewed By:

ODD Staff Members:

ODD Director:



2022 - 2023 Georgia Exceptional Main Streets Memorandum of Understanding

MOU

5/1/2022

This document should be signed by all local parties
(Authorized City Representative, Board Chair, Main
Street Program Manager) by **July 1, 2022**

Please email Ellen.hill@dca.ga.gov with any questions.

**GEORGIA EXCEPTIONAL MAIN STREETS PROGRAM
MEMORANDUM OF UNDERSTANDING**

2022 - 2023 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as “DCA”), the City/Town of Brunswick, Georgia (hereinafter referred to as “Community”), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Exceptional Main Streets Program (hereinafter referred to as GEMS) by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community’s participation in the GEMS Program for the stated year. DCA is the sponsoring state agency for the GEMS program and is licensed by the National Main Street Center (hereinafter referred to as “National Program”) to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA, in Dropbox, at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. Full-time paid professional staff will be considered an employee that works a minimum of 40 hours per week with at least 75% of their duties relating directly to the Main Street program. A copy of the job description should remain on file with DCA, in Dropbox, at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager’s salary must be paid in excess of minimum wage.
 - A. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim point of contact until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - B. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of an entity that is not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)

- B. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the use of the name Main Street.
- 7. Notify DCA in writing prior to any wholesale changes in the local program. This includes but is not limited to staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes, or failure to notify DCA prior to these changes, may result in program probation, the loss of accreditation or removal of program designation altogether.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

- 1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ utilizing Community Transformation Strategies and the Main Street Four Point Approach.
 - A. Unless otherwise specified the Community will utilize the DCA provided work plan template.
 - A. The work plan should serve as a strategic plan for the local program for a period of three years or less.
 - B. A copy of the work plan should be on file and updated with DCA, in Dropbox.
- 2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
- 3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
- 4. Meet a minimum of 12 times per year and insure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
- 5. Attend training when possible to become better informed about the Main Street approach and trends for downtown revitalization and to support the downtown manager.
- 6. Newly Appointed Board Members are required to become Main Street 101 certified by the Office of Downtown Development, within their first year of their first term. All current Board Members, regardless of their length of service on the Board, must be Main Street 101 certified through DCA's online testing system. A copy of this certification should be kept on file in your program's shared DCA Dropbox folder.
- 7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

- 1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in the annual manager's surveys provided by DCA. Failure to complete the annual manager's survey by the deadline will result in the loss of accreditation.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
- 2. Participate in training to broaden the impact of the local Main Street Program.
 - A. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.

- B. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings, statewide workshops, etc.). Eligible training hours can come from both DCA and non-DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development
- 3. Respond to request by DCA in a timely manner.
- 4. Take advantage of the Georgia Main Street network of professional downtown managers.
- 5. All newly hired managers must be Main Street 101 certified with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified through DCA's online testing system.
- 6. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at minimum quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
- 7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

- 1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
- 2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
- 3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
 - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
- 4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
- 5. Provide ongoing press coverage of the GEMS program, including social media outreach, to recognize and publicize the work of local programs.
 - a. DCA will highlight GEMS community through both the Georgia Main Street website and social media channels.
- 6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
 - a. DCA will provide GEMS communities with first right of refusal on all scholarships and financial incentive programs offered by the Office of Downtown Development.
- 7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
- 8. Provide fee based strategic planning assistance to the local program.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2023.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street Designation. Communities that choose to terminate their Georgia GEMS Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2022-2023 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

MEMORANDUM OF UNDERSTANDING: 2022-2023 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Brunswick

Authorized City Representative Signature (ACR)

Date

Cosby Johnson

ACR Printed Name

ARC Title

MAIN STREET BOARD OF DIRECTORS

Courtney Prince
Courtney Prince (May 2, 2022 10:54 HST)

Board Chair Signature

05/02/2022

Date

Courtney Prince

Board Chair Printed Name

6/1/2023

Date Term Expires

DOWNTOWN MANAGER

Manager Signature

Date

Manager Printed Name

Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

Director's Signature

Date

Jessica Worthington
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-520-4271
Email: Jessica.worthington@dca.ga.gov

GEORGIA, GLYNN COUNTY.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 2017, by and between the CITY OF BRUNSWICK, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Board of Commissioners, (hereinafter called "Lessor") and REBUILDING TOGETHER OF GLYNN COUNTY, GEORGIA, INC., a non-profit Georgia corporation (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, Lessee has requested, and Lessor has agreed to lease the real property owned by Lessor known as 2129 Albany Street, Brunswick, Glynn County, Georgia (the "leased premises") for office, administration and operational purposes necessary for the operation of a Georgia nonprofit corporation with services focusing on repairing and upgrading low-income homes and community centers by Lessee; office space for other non-profit organizations; and a neighborhood service center. A more particular description of the leased premises is hereto attached as Exhibit "A."

NOW THEREFORE, in consideration of the benefits accruing to the parties, the parties agree as follows:

- I. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the use of the leased premises located at 2129 Albany Street, Brunswick, Glynn County, Georgia. The term of this Lease shall be for five (5) years and zero (0) months commencing March 1, 2017 and terminating February 28 2022, unless otherwise terminated as provided for in this lease.

- II. Prior to the end of the initial term of the lease, the Lessor and the Lessee shall have a mutual option to renew the lease for two additional five year terms commencing March 1, 2022 and terminating February 28, 2032. Lessor agrees to accept, and Lessee agrees to pay the sum of One Dollar (\$1.00) per year as rent.
- III. TERMINATION FOR CAUSE. This Lease and the interest created hereby may be terminated by either party after a breach of the terms hereof by the other party upon giving the breaching party written notice of intention to terminate at least fifteen (15) days prior to the effective date thereof. Notice shall be deemed given, if sent certified mail to the address for notice shown herein. If any default shall be made in the payment of any rental due hereunder at the time and in the manner provided, or if Lessee shall default in the performance of or observance of any of the covenants or agreements herein contained or if the premises shall become vacant or be abandoned, or if Lessee shall at any time make a general assignment, or if a receiver of Lessee shall be appointed in any court of the United States or of the State of Georgia, or if Lessee shall file a voluntary petition for bankruptcy, or if a petition in bankruptcy shall be filed against Lessee, Lessor may terminate this Lease. Should Lessor terminate this Lease pursuant to this provision, Lessee shall not be entitled to any compensation or reimbursement for any improvements made to the premises by Lessee. Furthermore, Lessor may forthwith re-enter the premises covered by this Lease and take possession thereof, and remove all persons and property therefrom, using such force as may be necessary. Lessee shall remain liable for all its obligations under this Lease, despite any such re-entry by Lessor.

In the event the premises, either prior to the commencement date of the term of this Lease or during the term hereof, shall be so damaged by storm, fire, lightning, earthquake or other casualties as to render them unusable for the purpose(s) allowed under this Lease, and repair of the premises shall not thereafter be begun by Lessor within one (1) year of Lessor's receipt of full insurance proceeds therefor, then this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed.

- IV. TERMINATION WITHOUT CAUSE. Lessor may terminate this Lease without cause upon the giving of at least one-hundred and eighty (180) days' advance notice to Lessee. Lessee shall surrender possession of the premises together with all inventoried supplies owned by Lessor. Lessor shall return one twelfth (1/12) of the rental paid that year for each full month left in the current year and shall also pay Lessee the cost of all capital improvements approved by it and installed on the premises, less depreciation. Depreciation shall be based upon the useful life of the asset, calculated using the straight line method, provided, however, that no asset life shall exceed five (5) years or the number of years left in the current rental term at the date of installation.
- V. Lessee shall have the right to sublease unused portions of the leased premises to other non-profit organizations for use as office space. Any sublease must be approved by the City, and such approval shall not be unreasonable withheld. Any sublease agreement shall explicitly indemnify Lessor from any renovations, repairs, or other costs associated with sub lessee's use of the Premises.

- VI. Lessee agrees to indemnify and hold harmless the City, its officers, officials, representatives, agents, and employees from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) as a result of any claim, demand, suit, claims settlement, award, penalty, fine defense, or judgment because of loss, damage, harm, or injury to any person, property, or right caused by, relating to, resulting from, arising out of or in consequence of, or in any way connected with: (i) this Lease, (ii) any of Lessee's operations authorized hereunder, and/or (iii) Lessee's presence, activities and/or use of or on the Premises. This indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act of omission (whether negligent or otherwise) of Lessee or City or their agents, employees, invitees, permittees, or guests. This indemnity shall not extend to acts caused by the lone, sole negligence or other act of any person or party claiming benefit of this provision.
- VII. Lessee shall maintain liability insurance during the term of this Lease and any extension thereof which shall name Lessor as additional insured and shall be for no less than \$1,000,000.00. Lessee shall furnish to Lessor a certificate of insurance within thirty (30) days from the execution of this lease agreement and annually within thirty (30) days of any extension of this lease agreement. Lessee shall immediately notify Lessor in writing if there are any changes or revisions to said insurance policies.
- VIII. Lessor disclaims any responsibility to address any structural alterations, permanent improvements and/or renovations of the Property. Lessee hereby accepts all responsibility for any and all repairs, renovations, or permanent

improvements required to maintain or restore the Property to an operational condition. At the termination of this Lease Agreement, Lessee agrees that all such improvements and alterations shall remain the property of the Lessor. Lessee agrees to indemnify and reimburse Lessor for any damage resulting from improvements, alterations, or structural changes to the property.

IX. Lessee shall be subject to and shall abide by all applicable rules, regulations and policies of the Lessor that pertain to occupancy as follows:

1. Lessor's Obligations. Lessor's obligations under this Lease shall include the following:

- A. To make available the Property for the purposes of this Lease;
- B. At Lessee's expense, Lessor shall consider and approve all reasonable requests by Lessee for necessary repairs to the premises and to keep the building and common areas in a clean and safe condition;
- C. At Lessee's expense, Lessor shall consider and approve all reasonable requests by Lessee to maintain in good and working order the electrical, plumbing, sanitary, heating, ventilating and other facilities supplied;
- D. Lessor is not responsible for loss, damage or injury to Lessee or to Lessee's personal property, not the fault of the Lessor and its agents.

2. Lessee's Obligations: The Lessee's obligations under this lease shall include the following:

- A. Not to assign this Lease without the prior written consent of Lessor;
- B. Prior to the commencement of Lessee's operations in the Premises, and at Lessee's expense, Lessee shall complete any and all repairs, alterations, and/or renovations necessary to obtain a Certificate of Occupancy from the City.
- C. Use the Premise only for the operation of non-profit corporations servicing the surrounding communities for the benefit of and without cost to the public;
- D. Lessee shall not use the premise for any commercial purpose or fail to perform any act that would jeopardize Lessee's status as a 501(c)(3) non-profit corporation;
- E. To comply with all obligations imposed upon lessees or sub lessees by applicable provisions of building and housing codes which materially affect health and safety;
- F. To keep the premises and the grounds adjacent thereto in a clean, safe condition and of presentable appearance;
- G. To dispose of all garbage, rubbish and other waste from the premises in a safe, sanitary manner in accordance with City of Brunswick ordinances and other applicable regulations;
- H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and other facilities and appurtenances;

- I. To be responsible for collection and disposition of garbage, waste, rubbish and other waste removed from the premises by the Lessee;
- J. To be responsible for the cost of furnishing running water and electricity to the premises;
- K. To refrain from, and to use its best efforts to cause its agents, employees or invitees to refrain from, destroying, defacing, damaging or removing any part of the premises or development;
- L. To pay reasonable charges for the repairs of damages to the leased premises or common areas caused by Lessee, its agents, employees or invitees;
- M. To cause its agents, employees and invitees to conduct themselves in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations and which will be conducive to maintaining the development in a decent, safe and sanitary condition;
- N. To refrain from illegal, illicit or immoral conduct or other activity which impairs the physical or social environment of any other property of Lessor or the tenants of such property;
- O. Not to keep an animal of any kind in, about or on the premises at any time;
- P. To refrain from, and to cause its agents, employees and invitees to refrain from, parking vehicles in any area other than parking areas designated by Lessor, which parking will be adequate for Lessee's needs;

- Q. Lessee agrees to notify Lessor promptly of any hazardous deficiencies, within a reasonable time after Lessee becomes aware of same;
 - R. Lessee agrees to allow the Brunswick Fire Department Engine currently housed in the Premises to remain for the duration of this Lease Agreement, any renewal, or until such time as the City removes (or allows to be removed) the engine.
 - S. Lessee shall not allow the Engine to be damaged, altered, or removed during Lessee's occupation of the Premises. Lessee shall take reasonable steps to protect the Engine and restrict access to the area in which the Engine is located.
3. Hazardous Defects: In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the Lessee:
- A. The Lessee shall immediately notify Lessor of the damage.
 - B. Lessee shall be responsible for repair of the leased premises within a reasonable time.
4. Physical Inspection of the Premises: The Lessee or its representative shall be obligated to inspect the premises prior to occupancy. Lessor shall furnish Lessee with a written statement of the conditions of the premises. The statement shall be signed by Lessor and Lessee and a copy of the statement shall be retained in the Lessee's folder. Lessee agrees to accept the Property "as-is" including all known defects identified in the statement of conditions as well as those unknown to the Lessor.

5. Right to Entry of Premises: Circumstances under which Lessor may enter the premises during the Lessee's possession thereof shall include but are not limited to:
- A. Upon reasonable advance notification to the Lessee, Lessor shall be permitted to enter the leased premises during reasonable hours consistent with Lessee's activities for the purpose of performing routine inspections and maintenance, for making improvements or repairs. Written notice specifying the purpose of Lessor's entry delivered to the premises at least twenty-four (24) hours prior to such entry shall be considered reasonable advance notice.
 - B. Lessor may enter the premises at any time without advance notification when there is reasonable cause to believe an emergency exists.
 - C. In the event the Lessee is absent at the time of entry, Lessor shall notify Lessee of the entry by a written statement indicating date, time and the purpose of said entry.
 - D. A request from the Lessee for Lessor to effect repairs within the premises shall be deemed to be consent to enter unless Lessee informs Lessor otherwise when making such request.
 - E. Upon reasonable notice, Lessor shall be permitted to enter the Premises to access the bay containing the Brunswick Fire Department Engine.
6. It is understood and agreed by the parties hereto that if for any reason the Lessee vacates the leased premises and furniture and equipment is

abandoned in the unit, Lessor will not be liable for the storage and safekeeping of same.

- X. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Georgia and shall be binding upon and inure to the benefit of and shall be enforceable by the respective heirs, personal representatives, and successors and assigns of the parties hereto. The agreement may be amended from time to time by the mutual agreement in writing by the Lessor and the Lessee. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the Lessor, and the Lessor shall be free to reinstate any such term or condition, with or without notice to the Lessee.
- XI. If there is a dispute between Lessor and Lessee arising from this Agreement, including but not limited to whether there has been a breach of this Agreement, said dispute shall be determined and settled first by mediation in Glynn County, Georgia. Mediation in such event shall be mandatory. If mediation is not successful, then any such disputes shall be resolved by binding arbitration before one arbitrator under the rules of the American Arbitration Association. Any such arbitration shall be in Glynn County, Georgia. This agreement shall continue of full force and effect until there is a final settlement or determination pursuant to either mediation or arbitration.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized officials, as of the day and year above written.

[Signatures on Following Page]

CITY OF BRUNSWICK, GEORGIA:

By: Cornell L. Harvey
Cornell L. Harvey, Mayor
City of Brunswick

Attest: Naomi D. Atkinson
Naomi D. Atkinson, City Clerk

Address for notices:

If to City of Brunswick, Georgia:

City of Brunswick, Georgia
Attn: Mayor
City Hall
601 Gloucester Street
Brunswick, Georgia 31520

With a copy to:

City Attorney
City of Brunswick, Georgia
Post Office Box 550
Brunswick, Georgia 31521

[Signatures Continue on Following Page]

[Signatures Continue from Previous Page]

REBUILDING TOGETHER OF GLYNN
COUNTY GEORGIA, INC.

By: 
L. Allen Booker
Executive Director

Address for notices:

If to Rebuilding Together of Glynn County Georgia,
Inc.

Attn: Mark Johnson
777 Gloucester Street, Suite 200
Brunswick, GA 31520

STATEMENT OF CONDITIONS

In accordance with Section IX, Paragraph 4 of the Lease Agreement between the City of Brunswick, Georgia (“Lessor”) and Rebuilding Together of Glynn County, Georgia, Inc. (“Lessee”), the following attached documents reviewed and accepted by the undersigned:

1. Coastal Oaks Home Inspections, 2129 Albany Street – Brunswick
2. 2129 Albany Street – Pictures of Identified Issues

The Parties hereby stipulate that this Statement of Conditions identifies the conditions identified by Lessor’s inspection of the Property. Should, through the course of any repair, renovation, alteration or improvement, additional conditions be discovered, the terms and conditions of the Lease Agreement control and the burden to correct, repair or improve any new condition rests solely on the Lessee.

This ____ day of March, 2017.

CITY OF BRUNSWICK, GEORGIA:

By: 

Cornell L. Harvey, Mayor
City of Brunswick

Attest: 

Naomi D. Atkinson, City Clerk

REBUILDING TOGETHER OF GLYNN
COUNTY, INC.

By: 

L. Allen Booker
Executive Director



Coastal Oaks Home Inspections

Inspected once, inspected right

912-674-9317

coastal_oaks@tds.net

www.CoastalOaksHomeInspections.com

January 31, 2017

2129 Albany Street - Brunswick



Home Inspection – General Notes

Coastal Oaks Home Inspections performed a complete inspection on the above named property today. The inspection was performed following generally accepted standards of practice and IAW guidelines of the InterNational Association of Certified Home Inspectors (InterNACHI).

The inspection covered major areas focusing on structure, function, operation and safety of systems including: roof, electrical, plumbing, HVAC, appliances, windows, doors, flooring, siding and foundation.

These General Notes cover only deficient items or specific recommendations.

Specific items / areas of concern are listed below; separate file of picture sheets has also been prepared as appropriate:

- | | Notes |
|--|-------|
| 1. HVAC systems not operational, both compressors / heat pumps removed / missing. | 2 |
| 2. No water on to building – plumbing systems not tested.
- 40 gal water heater at garage rusted; relieve valve short, >6” above floor
- 30 gal water heater in back attic not tested.
- Copper piping still in use. | 2 |
| 3. Electrical:
- No all breakers labeled.
- No power to several receptacles – some in kitchen; front entry right side upper; bunkroom; back office; two receptacles in exercise room
- No GFCI protection – exterior; kitchen; bathrooms; garage.
- Weather cover damaged at right side exterior door. Missing switch cover by front door.
- Exposed, unprotected wires at HVAC electrical disconnect on right side.
- Exhaust fan at back wall in exercise room not operational.
- Lights not working – laundry; office; storage closets; kitchen; vehicle bays; front office; bunkroom; front bath; exterior. | 2,4 |

Voted “Best of Camden County”!

Report not final/binding unless accompanied by a signed contract.



The World's Elite Inspectors

National Association of Certified Home Inspectors

4. Roof – near end of life: 2
 - Damaged, missing shingle tabs; areas of worn thin shingles; impact damages; noted in small areas; slight curling noted on corners of shingles.
 - Plumbing vent pipe seals dry-rotted, damaged.
 - Tree branches overhang / in contact with roof.
 - Fascia damaged from antenna mount on upper right side.

5. Exterior: 2,3,4
 - Roof deck, soffit, and fascia heavy damage at left side back corner, approx. 12' in length; fascia damaged in left side from tree rubbing
 - Wood rot / moisture damage at window frame / trim – front, right side front and right of side door.
 - Damage to fascia in front over side walk; fascia moisture damage / wood rot at upper corners at roof line both left and right at back of vehicle bay roof to lower roof.
 - Soffit damage on right side at inside corner where security light attached.
 - Gable siding wood planks on right side – loose at cable connection and wildlife damaged.
 - Small utility / storage area in back – roof collapsing, not functional (overgrown, not fully visible).
 - Garage door frame moisture damage at bottom corner.
 - Main sewer clean out cap damaged / missing in front – open sewer pipe.

6. Attic: 1,2
 - Broken / damaged truss at exercise room access near back wall.
 - Back air handler catch pan not properly mounted, falling at front end.
 - Thin insulation over back section; no insulation over majority of front rooms.

7. Windows – not operational, stuck shut: 2
 - Many not fully shutting – bunkroom, front entry.
 - Cracked / broken – garage vehicle door; garage side upper left; side right lower.
 - Fogged dual panes – garage side right upper & lower; front entry side lower.
 - Garage side lower left is single pane only. Front entry side frame damaged.
 - Screens missing – 8.
 - Window trim damaged in garage.

8. Kitchen: 2
 - Faucet corroded, damaged; sprayer damaged.
 - Cabinets missing doors, drawers.
 - Water supply piping below sink is corroded.
 - Range appears worn, near end of life (no gas, no test). Range hood not working.

9. Back bathroom: 2
 - Toilet worn, stained; missing tank cover.
 - Sink missing faucet; back splash at vanity not fully caulked.

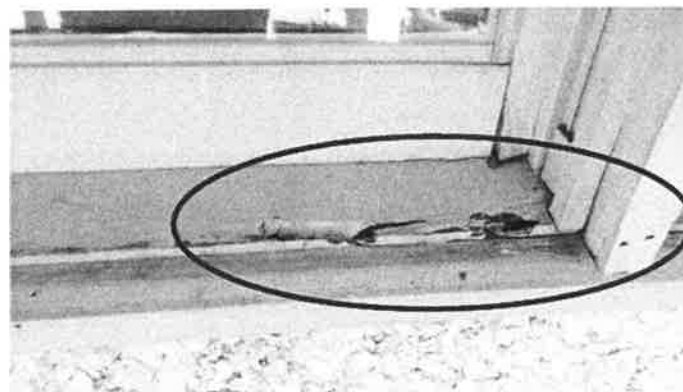
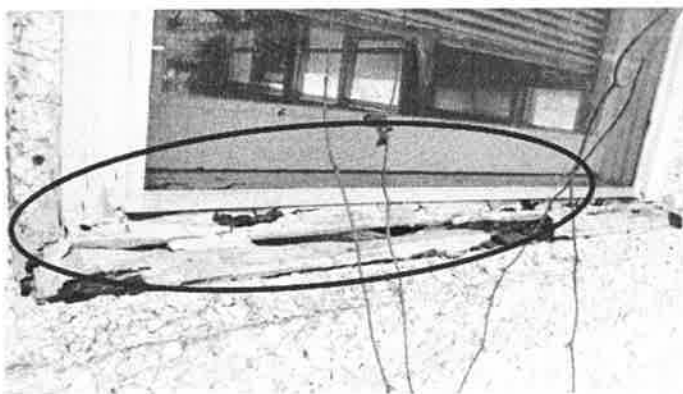
- | | | |
|-----|--|---|
| 10. | Front bunkroom bathroom:
- Toilet worn, stained; missing tank cover.
- Sink missing drain stops.
- Vanity worn, deteriorated.
- Mirror backing deteriorated. | 2 |
| 11. | Garage:
- Vehicle doors damaged at bottom and panels; glass broken – not operated.
- Ceiling drywall cracks, damaged.
- Utility sink and counter damaged, not operational. | 2 |
| 12. | Interior:
- Wall at laundry water supply has moisture damage, insulation in wall damaged.
- Most flooring throughout is worn – vinyl damaged, carpet stained, tiles broken / cracked.
- Door knobs damaged, not operational – garage to kitchen; exercise room; utility room door.
- Bunkroom bath door sticks / rubs.
- Side entry door frame cracked, weather strip damaged.
- Ceiling stains in exercise room.
- Several small holes in drywall walls throughout.
- Laundry bi-fold doors out of track; laundry room closet bi-fold door damaged.
- Signs of rodent / pest activity – no current activity noted during inspection. | 2 |
| 13. | Smoke detectors – no operating detectors installed – recommend add smoke / CO detectors as appropriate. | 5 |

Notes
(1) Recommend evaluation by a structural/geotechnical engineer.
(2) Recommend evaluation and repairs by a qualified professional.
(3) Recommend evaluation and repairs for wood destroying organisms by a qualified professional.
(4) This item is a safety hazard – correction is needed.
(5) Upgrades are recommended for safety enhancement.
* This item requires monitoring and/or maintenance repairs.

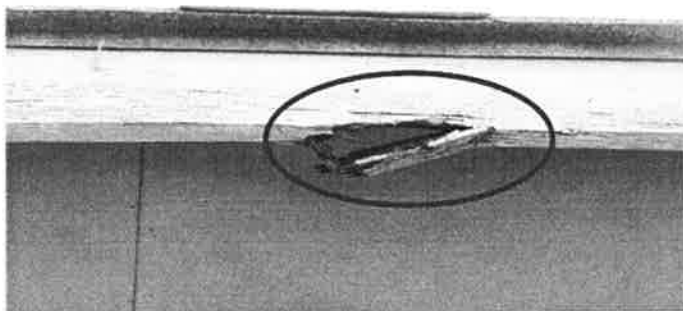
2129 Albany Street



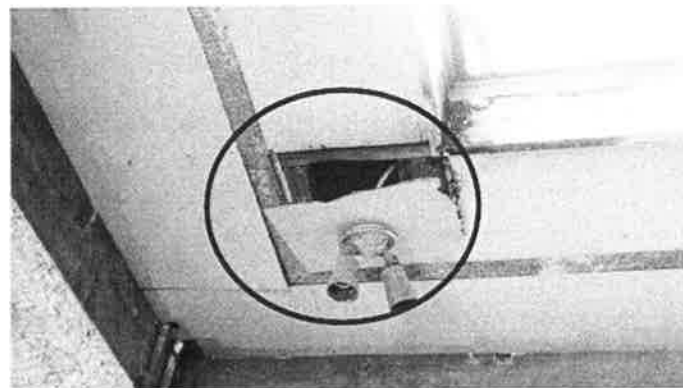
--- Wood rot on window and lower wall trim in several areas ---



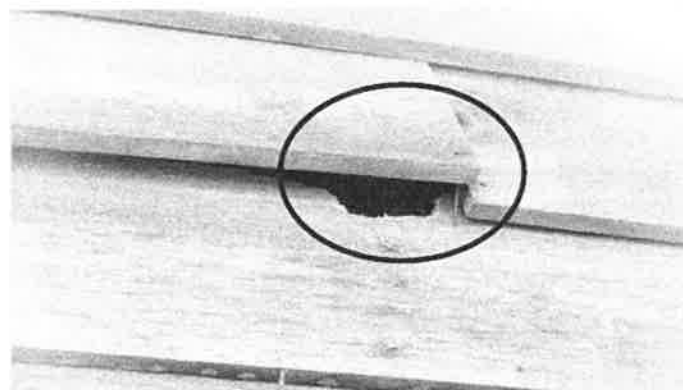
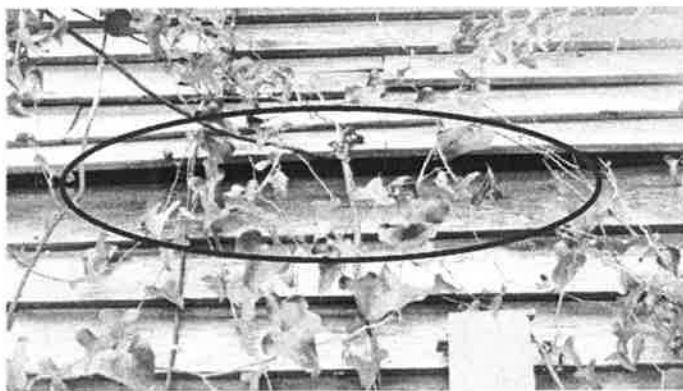
--- Wood rot on window and lower wall trim in several areas ---



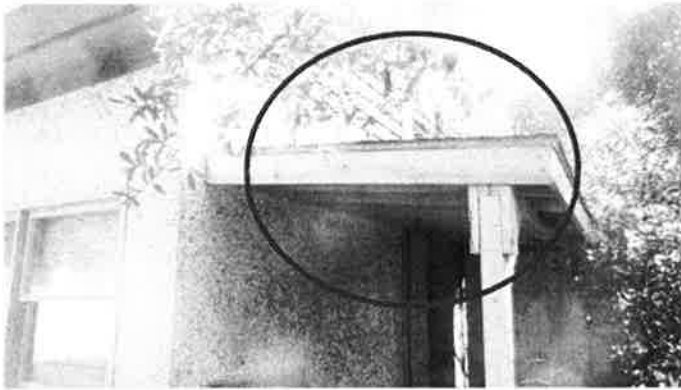
Fascia damage at front over side walk



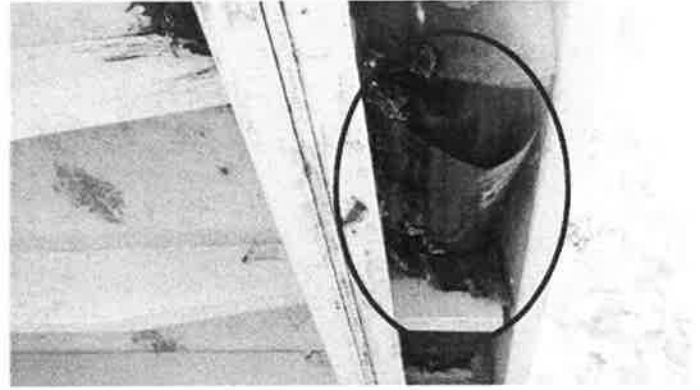
Soffit damage on right at inside corner



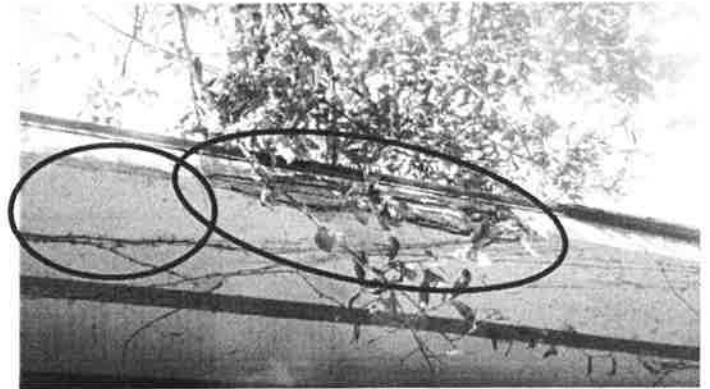
--- Siding planks on gable at right end loose and damaged ---



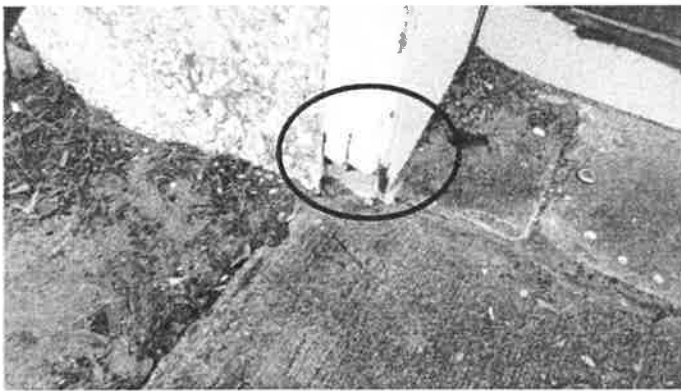
--- Back storage roof and framing moisture damaged – end of life ---



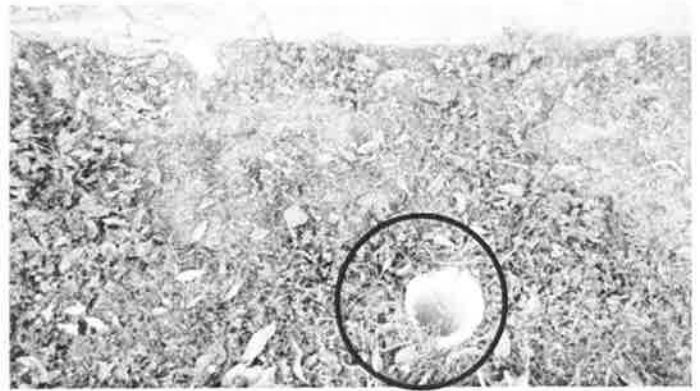
Left side back roof, fascia and soffit heavy damage



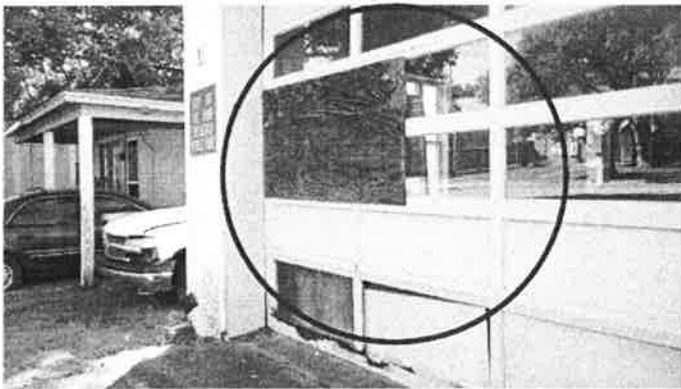
Left side fascia damaged from tree rubbing



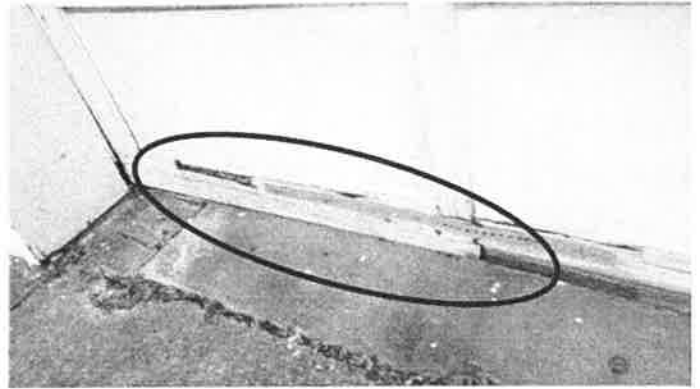
Moisture damage at bottom of garage vehicle door trim

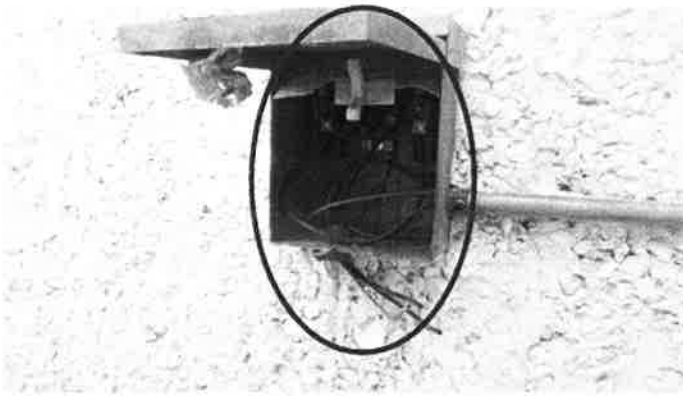


Sewer clean out cap in front is damaged / missing

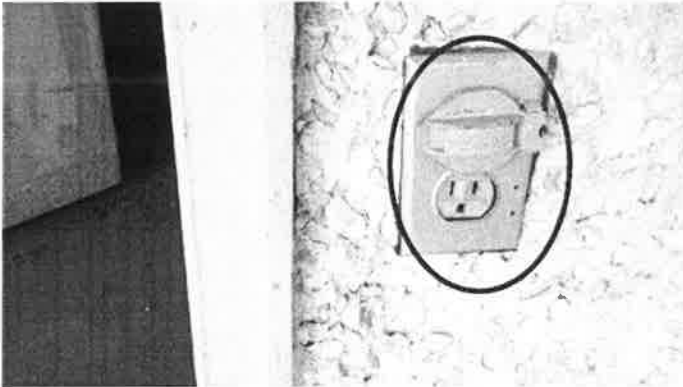


--- Garage bay doors are damaged at bottom, lower panels and windows ---



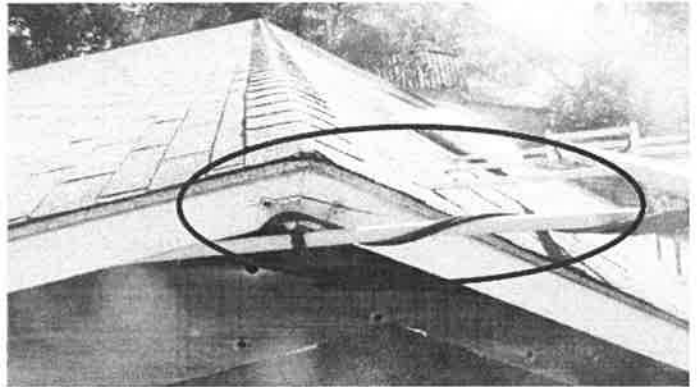
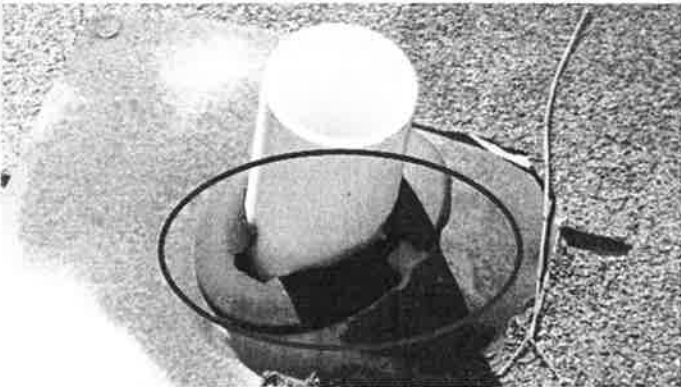


--- Both HVAC heat pumps / compressors removed / missing – electrical disconnects missing parts, damaged ---

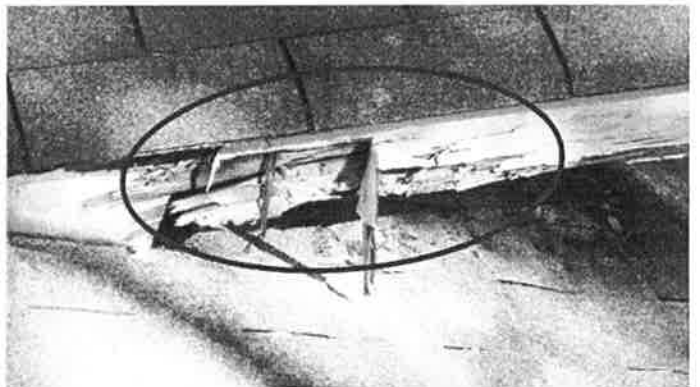
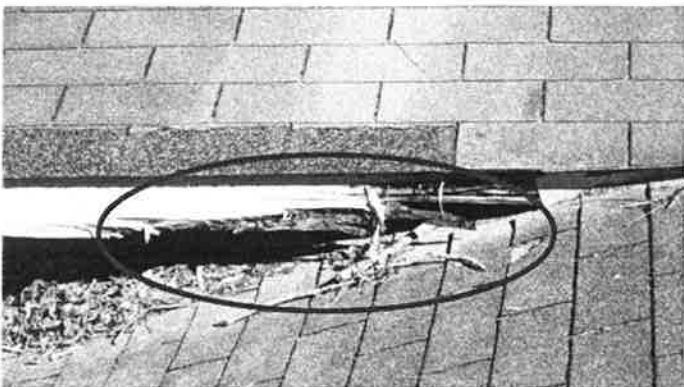


Exterior receptacles – no GFCI, damaged weather cover

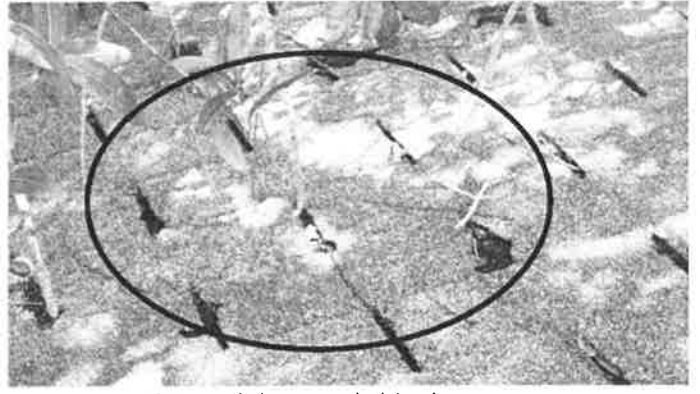
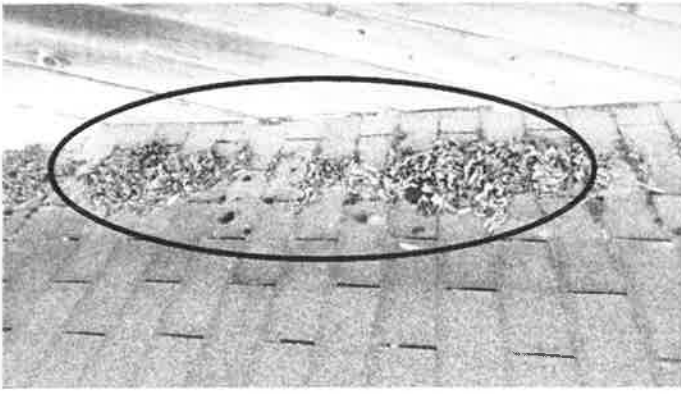
Dryer vent duct missing / removed, no cover



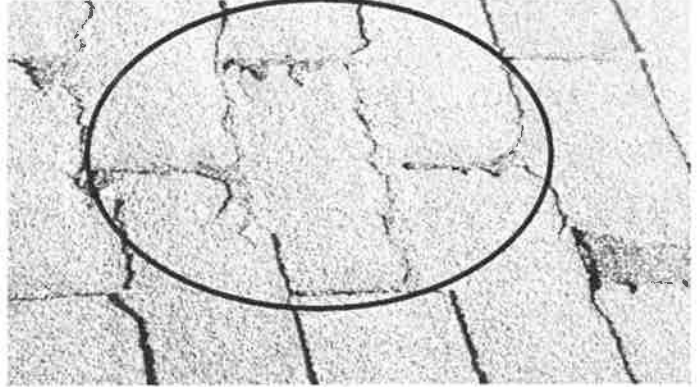
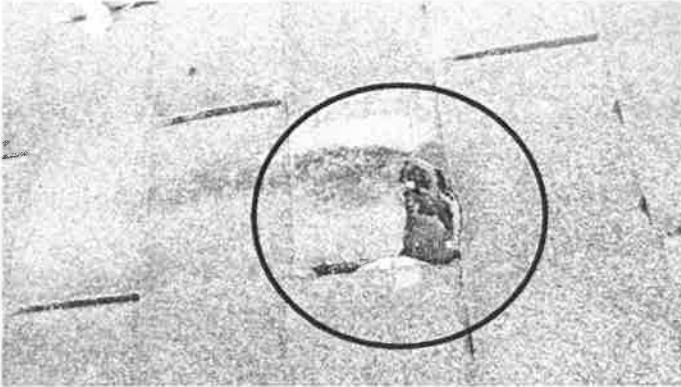
--- Roof – plumbing vent pipe seals dry-rotted, damaged; antenna mount loose, falling – damage to fascia ---



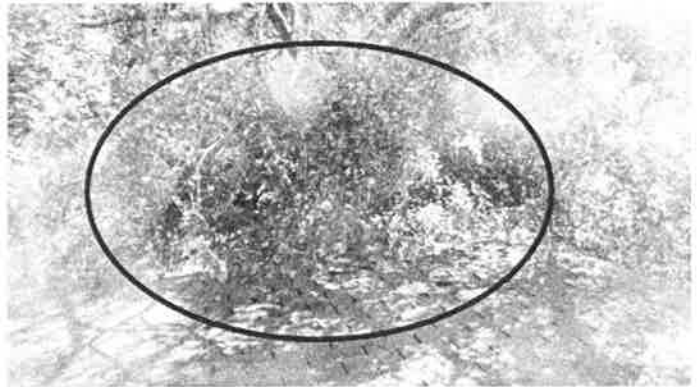
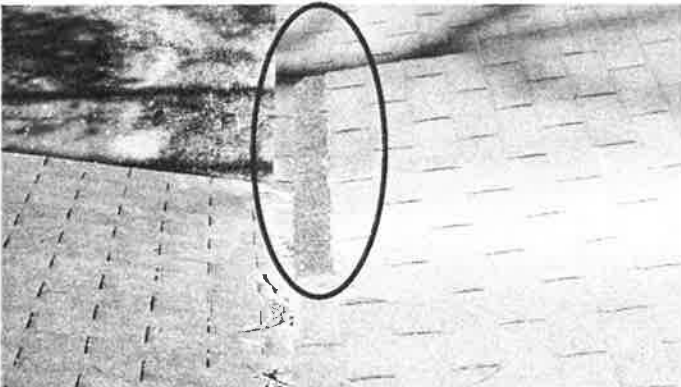
--- Moisture damage, wood rot at fascia upper at roof line left and right ---



--- Roof – near end of life – moss covered in areas; worn, thin and damaged shingles ---

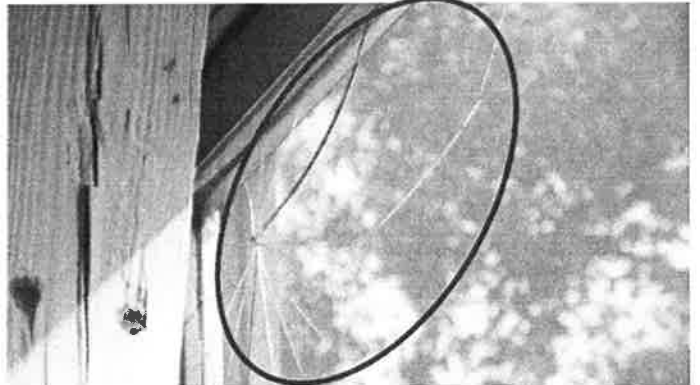
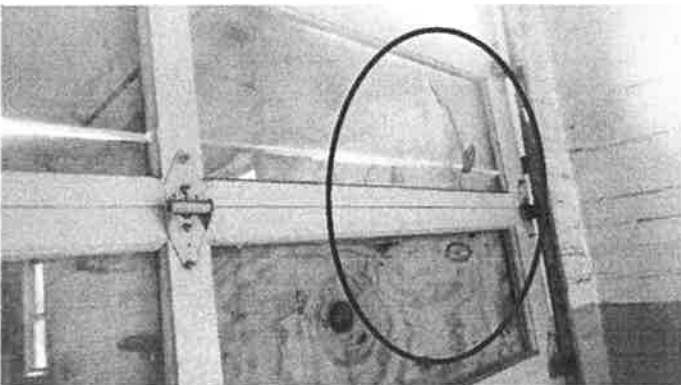


--- Roof – near end of life – damaged shingles, small impact damage; worn, thin weathered shingles ---



Missing / damaged shingle tabs on roof

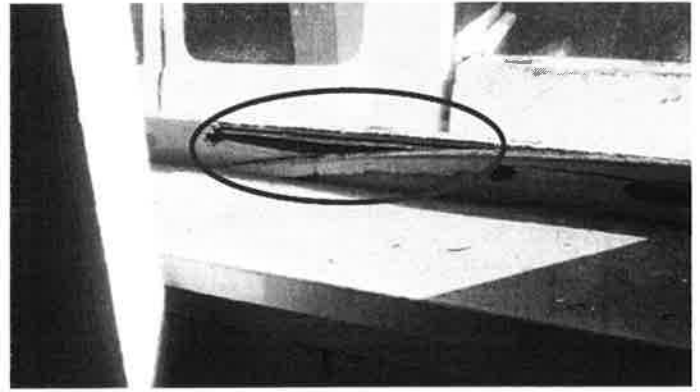
Tree branches overhang, in contact with roof



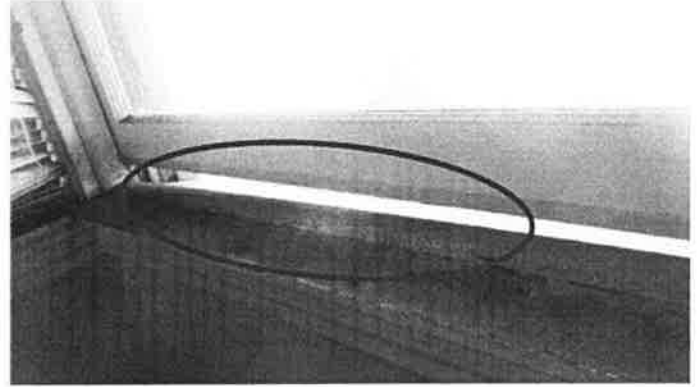
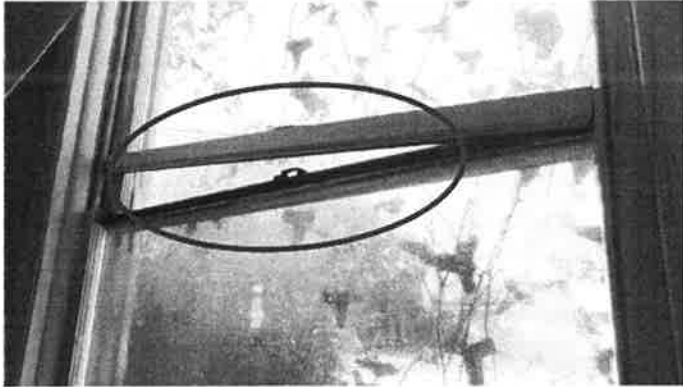
--- Cracked and broken windows in several rooms including garage vehicle doors ---



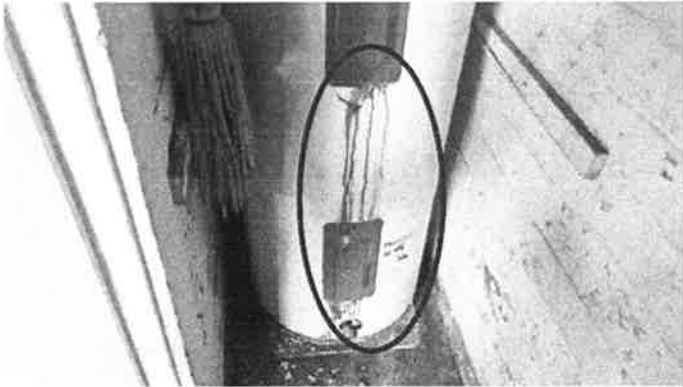
Cracked windows



Damage to interior window ledge in garage



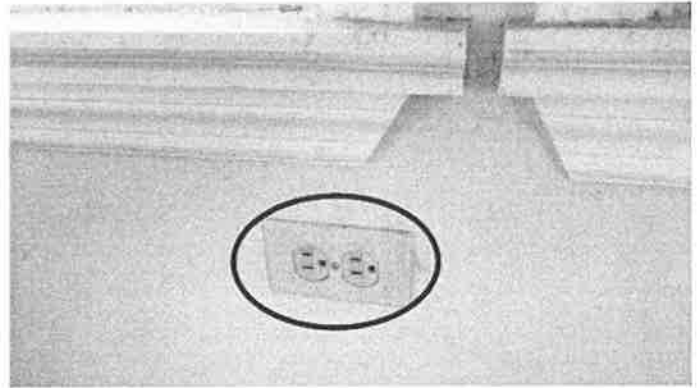
--- Many windows do not properly open, stuck shut; several windows not properly shutting, locking ---



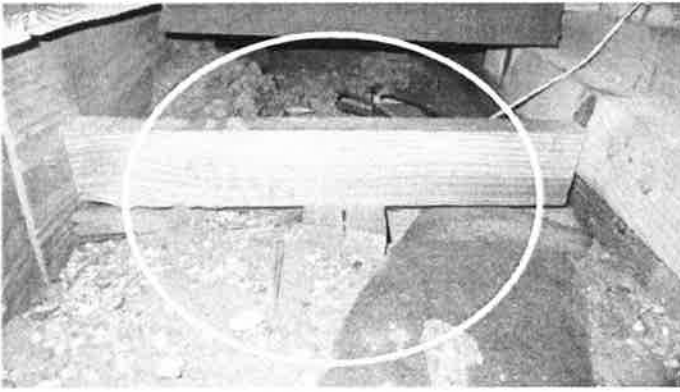
--- Water heater in garage utility at end of life – rusted and corroded, relief valve drain pipe too short ---



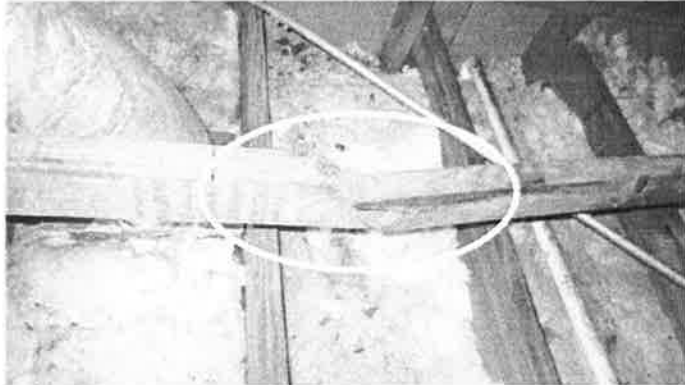
Missing switch cover plate in front lobby area



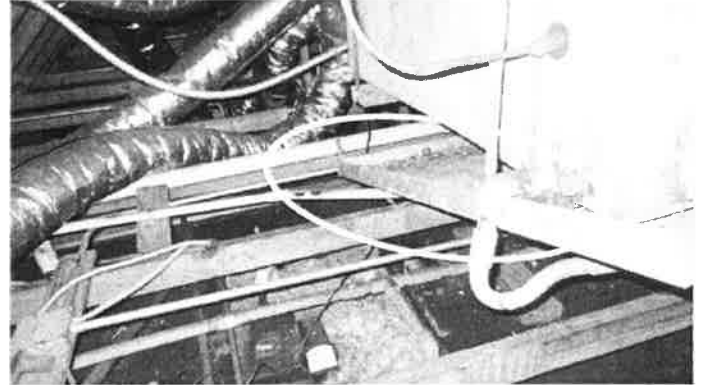
Many receptacles have no power



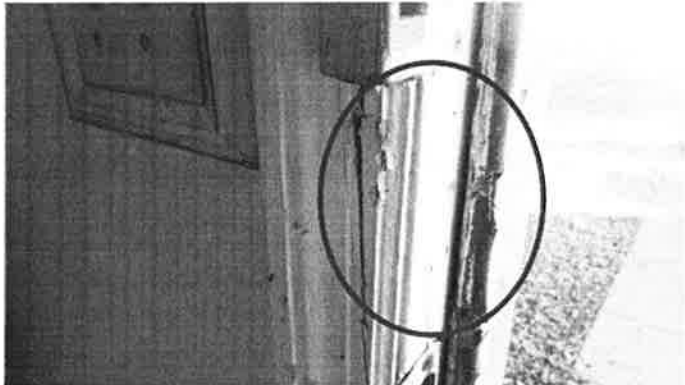
--- Attic insulation at front section missing; insulation over back area thin, approx. 2" ---



Broken truss at exercise room attic access near back wall



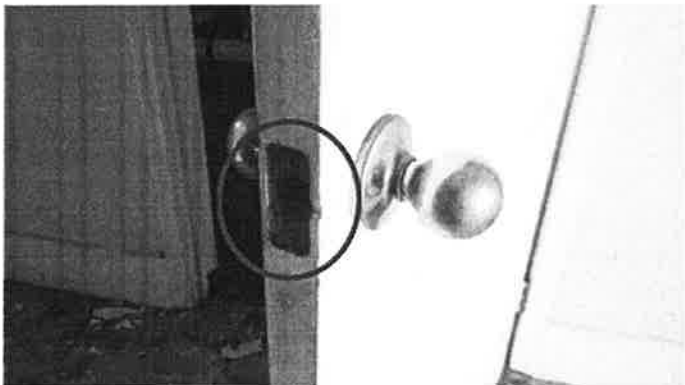
Back air handler catch pan in attic is not properly mounted



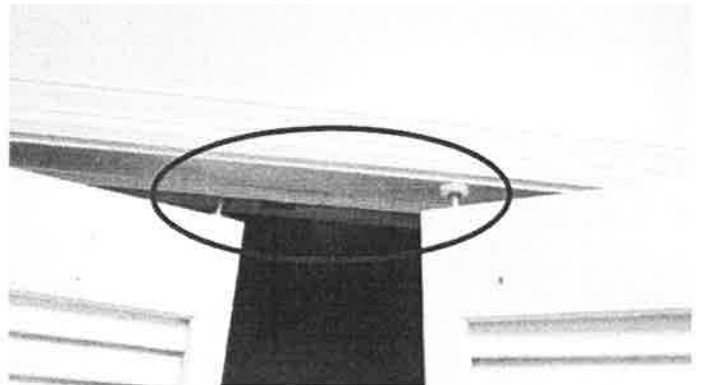
Side door frame and weather strip damaged



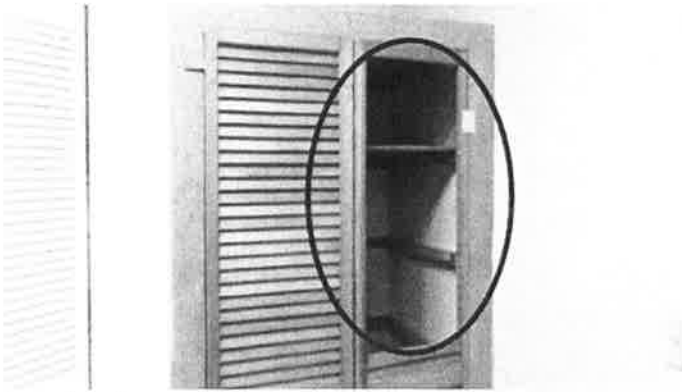
Some interior door knobs broken / missing



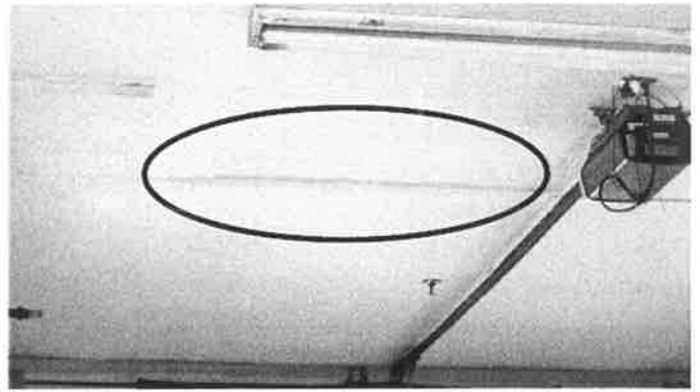
Some interior door knobs missing internals



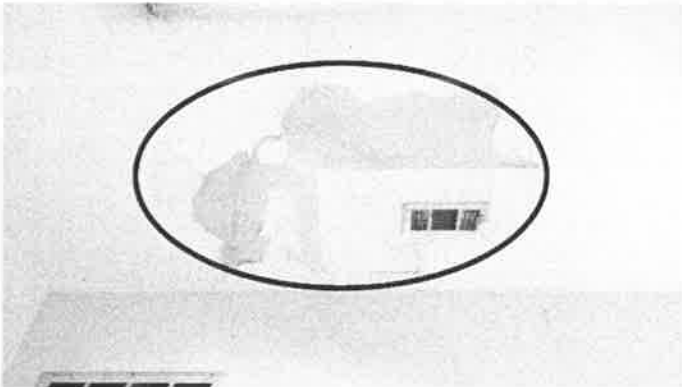
Closet bi-fold doors out of track at laundry



Laundry storage closet bi-fold door damaged



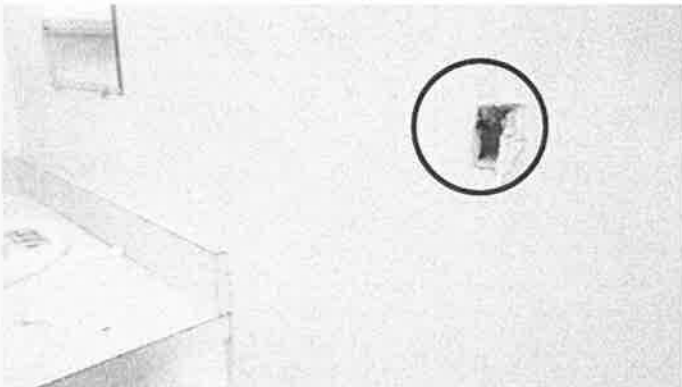
Ceiling drywall damaged in garage



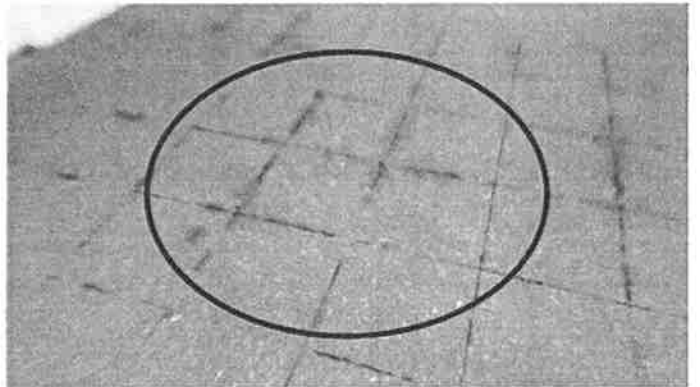
Ceiling stains, finish damaged in exercise room



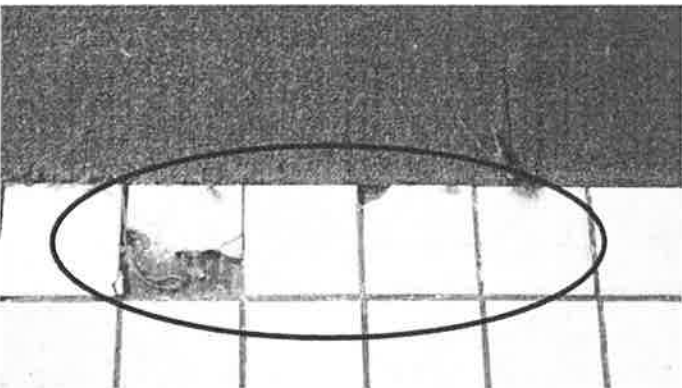
Laundry area wall moisture damaged y water supply pipes



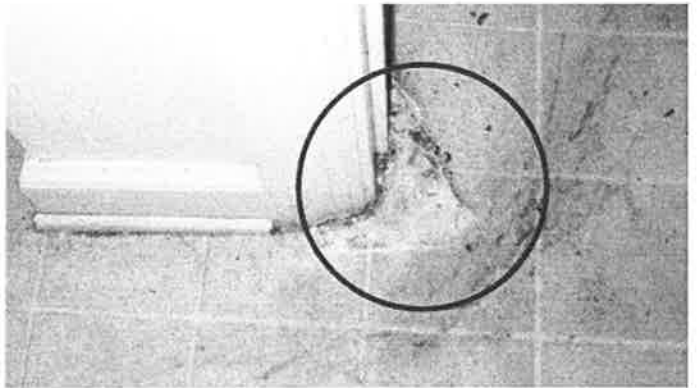
Several small holes in drywall walls throughout



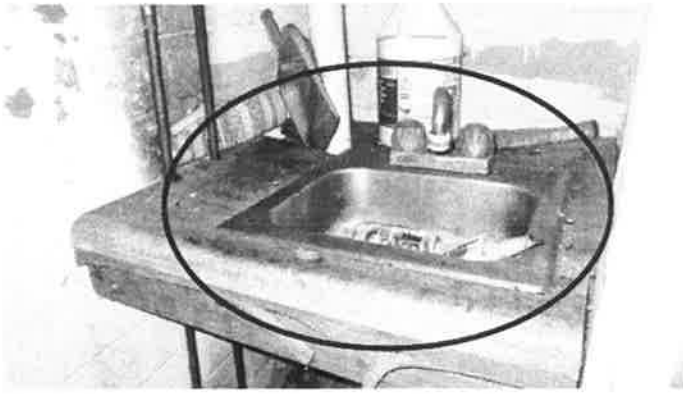
Flooring worn, damaged



Tile floor in bunkroom damaged



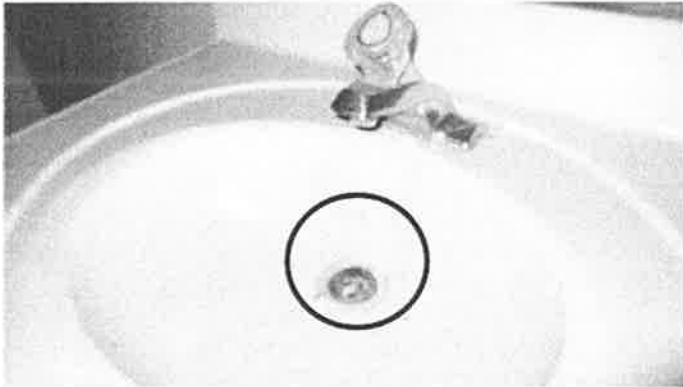
Vinyl flooring damaged, worn



Small sink in garage utility area not functional, damaged



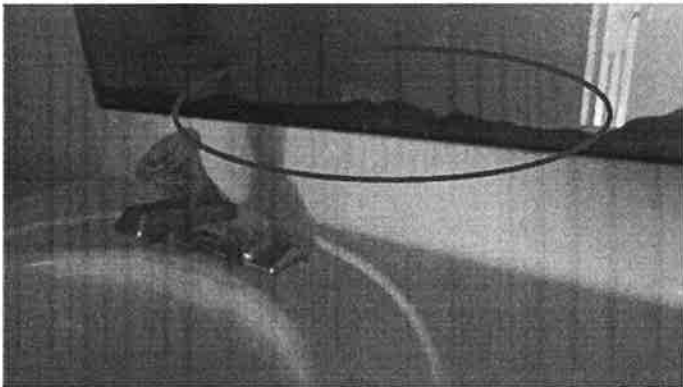
Both toilets at end of life, missing tank covers



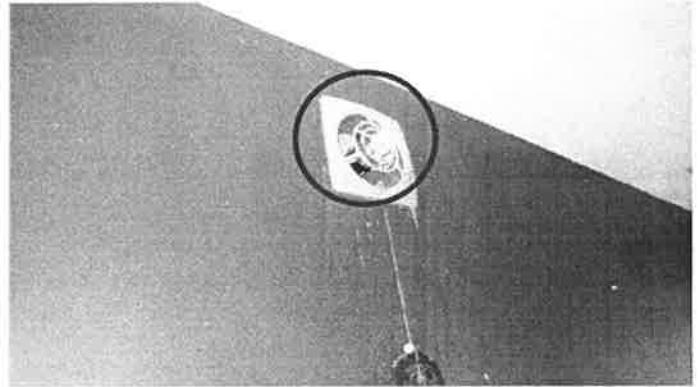
Bunkroom bath sink drain stop missing



Vanity in bunkroom bath deteriorated, damaged inside



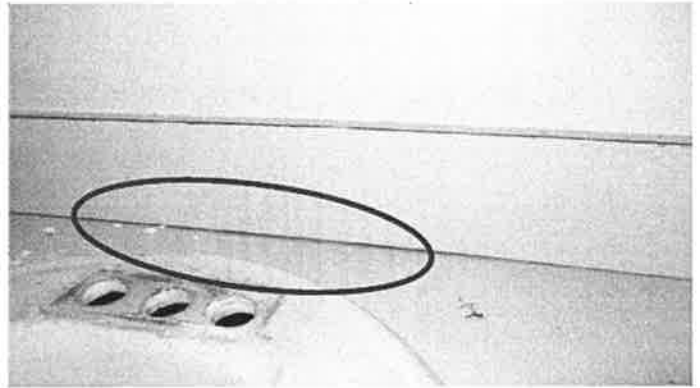
Bunkroom bath mirror backing deteriorated



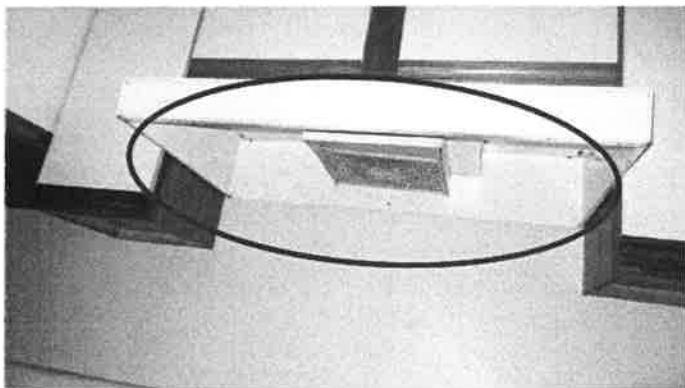
Exercise room wall vent fan not operational



Back bath sink faucet missing



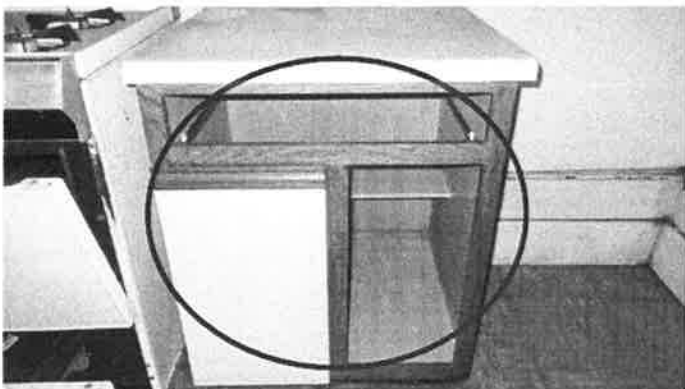
Back bath vanity to back splash not fully caulked



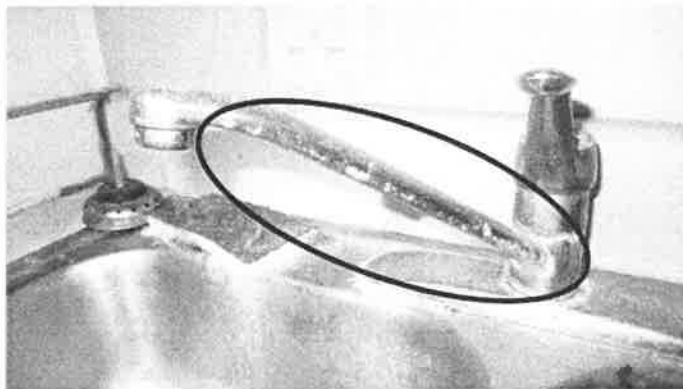
Range hood not operational



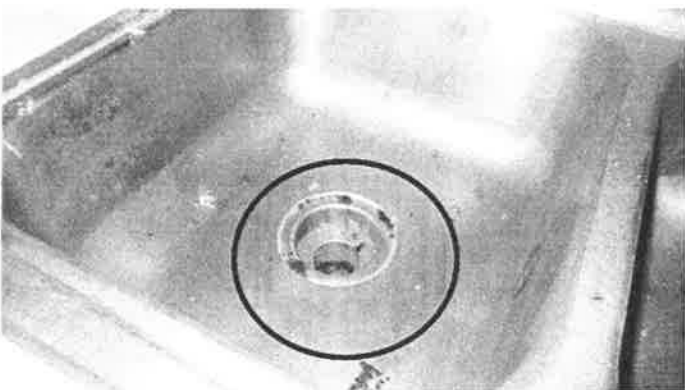
Range, not tested – no gas; worn and near end of life



Kitchen cabinets are missing doors and drawers



Kitchen sink faucet corroded



Kitchen sinks rusted at bottom and at drain baskets



Kitchen sink faucet sprayer damaged

ORDINANCE 1074

AN ORDINANCE TO ADD CHAPTER 27, TITLED SHORT-TERM RENTAL ORDINANCE; TO PROVIDE FOR A PURPOSE; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR TAXATION; TO PROVIDE STANDARDS OF OPERATIONS; TO PROVIDE FOR AN APPLICATION PROCESS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR DUE PROCESS; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The commission of the City of Brunswick hereby ordains that the Code of Ordinances of the City of Brunswick be and it is hereby amended as follows:

SECTION ONE:

Sec. 27-1 Short Title.

This Chapter shall be known and may be cited as the "Short-Term Rental Ordinance of the City of Brunswick".

Sec. 27-2 Purpose.

It is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large; to facilitate and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the city's neighborhoods.

This Chapter is not intended to regulate hotels, motels, inns, hospitals, or non-vacation type rental arrangements.

Sec. 27-3 Definitions.

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural number.

- (a) *Accommodation Excise Tax* means the excise tax (also known as the "Lodging Tax") imposed and collected by the City pursuant to O.C.G.A §§ 48-13-50 through 48-13-63 and the City of Brunswick Ordinance Sections 20-26 through 20-36 for the furnishing for value to the public of any rooms, lodgings, or accommodations in the City.

- (b) *Accommodation Excise Tax Certificate* or *Certificate* means the document issued by the City to the property owner or the Managing Agency or Managing Agent of a Short-Term Rental under this Ordinance containing an official Short-Term Rental Accommodation Excise Tax number for the purpose of verifying and enforcing compliance with the accommodation excise tax requirements of the City of Brunswick Code of Ordinances, as well the other provisions of this Ordinance pertaining to the operation of a Short-Term Rental for transient occupants.
- (c) *Advertisement* or *Advertising* means the listing or marketing of any real property as a Short-Term Rental through any print, outdoor, digital, broadcast, or other advertising medium, such as magazines, brochures, newsletters, banners, signs, social media platforms, apps on a smartphone, electronic or online marketplaces or booking platforms, marketplace facilitators, websites, internet, computer or other electronic devices, television, or radio.
- (d) *Board of Commissioners* or *Board* means the City of Brunswick Board of Commissioners.
- (e) *Commercial Event* means an event or gathering of people, or the marketing or advertising thereof, where a fee is charged in exchange for allowing an event or gathering on the property.
- (f) *City* means the City of Brunswick, Georgia.
- (g) *Dwelling Unit* or *Unit* means one or more rooms, designed, occupied or intended for occupancy as separate, complete living quarters with permanent cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of one or more persons.
- (h) *Local Point of Contact* or *Point of Contact* means a person located in Glynn County who is at least 21 years of age and who, using reasonably prudent business practices, is responsible for ensuring that all occupants and/or guests of the Short-Term Rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject Short-Term Rental and for responding to questions or concerns from occupants, guests, and the City regarding the operation of the Short-Term Rental.
- (i) *Managing Agency* or *Managing Agent* means a person, firm, agency, or company with a valid city occupation tax certificate that manages one or more Short-Term Rentals under a management agreement on behalf of the owner of the Short-Term Rental property.
- (j) *Maximum Occupancy Rate* means no more than two persons per bedroom, plus two additional persons. A bedroom is a room or space within the Short-Term Rental furnished with one or more beds and that is customarily used and intended primarily for sleeping. Children under 12 years of age shall not be included in

determining the maximum occupancy of a Short-Term Rental, but in no event shall occupancy exceed 15 persons total, including children, unless a variance from such total is requested and received from the City allowing a proportional increase for Dwelling Units with six or more bedrooms.

- (k) *Owner* or *Owners* means a person that holds legal title to private property.
- (l) *Party* means one or more persons who, as a single group, rent a Short-Term Rental pursuant to a single reservation and payment.
- (m) *Person* means an individual, firm, partnership, corporation, association, company, agency, syndicate, estate, trust, business trust, receiver, fiduciary or any combination acting as a unit, body politic, or political subdivision whether public, private or quasi-public.
- (n) *Property* means a legal lot of record on which any Dwelling Unit(s) is being operated or offered as a Short-Term Rental.
- (o) *Short-Term Rental* means an accommodation for transient occupants or guests where, in exchange for compensation of any type or amount, a residential Dwelling Unit, or a portion thereof, is provided for lodging for a period of time not to exceed 30 consecutive days.
- (p) Any term used in this Ordinance that is also used in the zoning ordinance of the City of Brunswick shall have the same meaning as defined in the zoning ordinance, unless otherwise specifically defined in this section.

Sec. 27-4 Accommodation Excise Tax Certificate.

- (a) No Dwelling Unit, or any portion thereof, shall be used, operated, rented, offered, or advertised as a Short-Term Rental within the City of Brunswick, unless the Owner of the Dwelling Unit applies for and possesses a valid and current Accommodation Excise Tax Certificate issued by the City of Brunswick in accordance with this Ordinance.
- (b) It shall be unlawful and a violation of this Ordinance for any person or property owner to use, operate, rent, offer, or advertise a Short-Term Rental within the city limits of the City of Brunswick without a valid and current Accommodation Excise Tax Certificate issued by the City of Brunswick under this Ordinance, or to operate a Short-Term Rental contrary to the procedures and regulations established in this Ordinance, other provisions of this Code, or any applicable state law.
- (c) An Accommodation Excise Tax Certificate shall only be issued to a person with an ownership interest in the Short-Term Rental or to a Managing Agency or Agent that manages the Short-Term Rental or Renters of real property who have obtained explicit written permission from the owner of the property.

- (d) No certificate issued under this chapter may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

Sec. 27-5 Short-Term Rental Standards.

Short-Term Rentals, as defined in Section 27-3, shall be subject to the following general requirements in addition to the zoning district regulations for the zoning district in which the Short-Term Rental is located:

- (a) Short-Term Rentals shall meet all applicable building, health, fire, and related safety codes at all times. Each Short-Term Rental shall also have:
 - 1. Working smoke and carbon monoxide detectors in every bedroom and on all habitable floors;
 - 2. A properly maintained and charged fire extinguisher in each Short-Term Rental Dwelling Unit; and
 - 3. A solid waste collection (trash) service that removes waste at least once a week. All solid waste (trash) must be contained in secured containers when outside of the residence. Trash and refuse shall not be left or stored on the exterior of the property unless it is placed in a curbside container. The curbside container shall not be placed on the curb awaiting trash service pick up any sooner than 24 hours prior to the pickup day and must be removed no later than 24 hours after trash service pickup.
- (b) No exterior signage shall be permitted except in accordance with the regulations for the district in which the Short-Term Rental is located.
- (c) Short-Term Rentals shall not be operated outdoors or in a non-habitable structure.
- (d) Parking shall be provided in accordance with any existing or future parking ordinances of the City or district in which the Short-Term Rental is located.
- (e) Only one party of guests shall be permitted per Dwelling Unit.
- (f) There shall be no change in the exterior appearance of the dwelling and premises, or other visible evidence of the conduct of a short-term vacation rental.

Sec. 27-6 Parking.

- (a) Each Short-Term Rental shall designate the maximum number of cars allowed on-site and, where applicable, instructions for off-site parking for cars exceeding the maximum allowed on-site.
- (b) Parking spaces within the grounds of the Short-Term Rental must be clearly identified for guests use whether by signage or via instructions left with the guests.
- (c) The property owner shall provide guests with parking instructions prior to arrival.
- (d) Exceeding the maximum number of vehicles allowed on-site of a Short-Term Rental is a violation of this Ordinance.

Sec. 27-7 Operation.

- (a) Occupancy of a Short-Term Rental between the hours of 11:00 p.m. and 6:00 a.m. shall not exceed the maximum occupancy rate, as defined in Section 27-3. No person operating or occupying a Short-Term Rental shall violate or exceed, or allow another to exceed, the maximum occupancy rate.
- (b) A short-term rental shall not be used for hosting any commercial events.
- (c) The Accommodation Excise Tax Certificate holder shall keep on file with the City at all times the name, cell phone number, and email address of a valid Local Point of Contact who shall use reasonably prudent business practices to ensure that all occupants and/or guests of the Short-Term Rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental, as well as for responding to questions or concerns from occupants, guests, and the City regarding the operation of the Short-Term Rental. The Local Point of Contact may, but does not necessarily need to be, the property owner or representative of a Managing Agency or Agent.
- (d) An owner may change the Local Point of Contact temporarily or permanently; however there shall only be one such agent for a property at any given time. To change the designated Contact, the owner shall notify the City in writing of the new Contact's identity, together with all information regarding such person as required by the applicable provisions of this chapter.
- (e) The Local Point of Contact shall be available 24 hours a day to accept telephone calls and respond to complaints regarding the condition, operation, or conduct of a Short-Term Rental, including the behavior and conduct of the occupants and/or guests thereof. When the Short-Term Rental is rented and occupied, the Local Point of Contact must be available to respond to complaints in person at the Short-Term Rental within a reasonable time period, not to exceed two hours after notification of the complaint.

- (f) Failure of the Local Point of Contact to respond to calls or complaints in a timely and appropriate manner shall be a violation of this Ordinance. However, it is not intended that any property owner, Local Point of Contact, and/or Certificate holder act as a peace officer or place himself or herself in an at-risk situation.
- (g) A valid Short-Term Rental Accommodation Excise Tax Certificate shall be posted in a conspicuous location inside the main entrance of the Short-Term Rental on or adjacent to the front door. In addition to the Accommodation Excise Tax Certificate, a clearly visible and legible notice containing the following information shall be conspicuously posted within the Short-Term Rental on or adjacent to the front door sign:
1. The name of the Local Point of Contact and an email address and telephone number at which the Local Point of Contact may be reached on a 24-hour, seven days a week, basis. The notice must be updated within seven days of any change of the Local Point of Contact and/or such person's telephone number;
 2. The name and address of the nearest hospital;
 3. The maximum number of overnight occupants (maximum occupancy rate) permitted in the Short-Term Rental and a statement notifying the occupants that failure to conform to the occupancy requirements of the Short-Term Rental is a violation of this Ordinance;
 4. The maximum number of vehicles allowed to be parked on the property and a statement notifying the occupants that exceeding the maximum number of vehicles allowed on-site is a violation of this Ordinance;
 5. The City's noise ordinance regulations and a statement notifying the occupant(s) that any failure to comply with the City's noise ordinance is a violation of this Ordinance. The City's Noise Ordinance is Section 16-54 of the City of Brunswick Code of Ordinances;
 6. State, County and City emergency management website information; and
 7. Other relevant community restriction(s), if applicable.
- (h) All property specific digital, outdoor, or print advertising for any Short-Term Rental, including electronic or digital advertising on Short-Term Rental websites, shall include the Accommodation Excise Tax Certificate number, or Certificate sub-number if applicable, issued by the City for the Short-Term Rental. It is a violation of this Ordinance to advertise a Short-Term Rental using an expired Accommodation Excise Tax Certificate number or a Certificate number that was not assigned to the Short-Term Rental by the City.

- (i) Short-term Rentals, and the operation thereof, are subject to Accommodation Excise Taxes and are liable for payment thereof as established by state law and the City of Brunswick Code of Ordinances. The Accommodation Excise Tax Certificate holder shall timely remit all applicable Accommodation Excise Taxes owed in connection with the operation of Short-Term Rental(s) as set forth in the City of Brunswick Ordinance Sections 20-26 through 20-36.
- (j) The Accommodation Excise Tax Certificate holder shall maintain records of all Short-Term Rental booking dates, rental income, and taxes collected and remitted to the City of Brunswick for three years and shall provide such records to the City upon request.
- (k) The Accommodation Excise Tax Certificate holder shall abide by any local, state, or federal rules during a declared disaster event, including, but not limited to evacuation and reentry orders and shall provide guests with the State, County, and City emergency management websites and emergency contact phone numbers.

Sec. 27-8 Application for Certificate.

- (a) Any property owner or Managing Agency desiring to operate a Short-Term Rental must submit an application for an Accommodation Excise Tax Certificate to the City Planning, Development and Codes Department on a form to be provided by the City. Upon submission of a properly completed application, an applicant meeting the conditions and requirements of this Ordinance for the operation of a Short-Term Rental shall qualify for and be issued an Accommodation Excise Tax Certificate for such Short-Term Rental. At the time of filing an application for an initial Accommodation Excise Tax Certificate, an applicant must:
 1. Pay and submit to the City a Certificate fee of \$150.00 for each Short-Term Rental. If the application is filed prior to July 1 of a particular year, the full \$150.00 fee shall be paid. If the application is filed after July 1, the Certificate fee shall be \$75.00;
 2. Provide the name, address, email, and contact information of the property owner;
 3. Provide the address and parcel identification number of the property where the Short-Term Rental is located;
 4. Provide the number of Short-Term Rental Dwelling Units on the property, provide the number of bedrooms in each Dwelling Unit Short-Term Rental, and affirm understanding that only one party of guests shall be permitted per Dwelling Unit;

5. State whether the applicant is the property owner or a Managing Agency or Agent operating the Short-Term Rental on behalf of the property owner;
 6. Specify whether the Short-Term Rental is or will be managed by a Managing Agency or Agent and provide the name, address, email, phone number, and occupation tax number of such Managing Agency or Agent;
 7. Provide the name, address, email address and cell phone number for a Local Point of Contact, as such term is defined in Section 27-3;
 8. Provide the number of parking spaces on the grounds of the Short-Term Rental and affirm whether those spaces are clearly identified for occupant and guest use.
 9. Affirm the applicant's responsibility to collect and timely remit accommodation excise taxes in accordance with Ordinance Sections 20-26 through 20-36;
 10. Affirm that the operation of a Short-Term Rental on the Property is not in violation of any other land use restrictions, including covenants, deed restrictions, homeowner association rules and regulations, or other such restrictions;
 11. Affirm understanding that the City strongly recommends that the property owner carry property and renter's liability insurance that specifically covers Short-Term Rental use;
 12. Affirm that the Short-Term Rental has an operable fire extinguisher in every Dwelling Unit being used as a Short-Term Rental and working smoke and carbon monoxide detectors in every bedroom and on all habitable floors thereof;
 13. Affirm that the Short-Term Rental has solid waste collection (trash) service that removes solid waste at least once a week;
 14. Affirm that the Short-Term Rental has no past due accommodation excise taxes, Certificate fees, ad valorem taxes, or fines for violations of this Ordinance; and
 15. Affirm whether the applicant or Short-Term Rental has had an Accommodation Excise Tax Certificate suspended or revoked within the previous 12 months.
- (b) If the applicant is a Managing Agency or Agent, the Managing Agency or Agent must submit documentation evidencing that it is authorized to submit the application and otherwise manage and act on behalf of the property owner in relation to the operation and use of the Short-Term Rental.

- (c) An Accommodation Excise Tax Certificate shall be required for each Dwelling Unit being used or operated as a Short-Term Rental. However, should any property owner or Managing Agency or Agent own or manage two or more Short-Term Rentals, a single Accommodation Excise Tax Certificate may be issued for multiple properties under common ownership or professional management that otherwise meet the requirements for a Certificate under this Ordinance, provided that the requisite payment, information, and confirmations are provided by the applicant for each Dwelling Units being used as a Short-Term Rental. In the event that a single Accommodation Excise Tax Certificate is issued for multiple Short-Term Rentals hereunder, each Dwelling Unit being used as a Short-Term Rental under the Certificate shall be assigned separate Certificate sub-numbers.
- (d) Any fraudulent or material misrepresentation, omission, or false or untruthful statement or information furnished by or made by the applicant in any application (or supporting materials) submitted to the City for a Certificate or renewal thereof shall be grounds for denial, suspension, or revocation of an Accommodation Excise Tax Certificate, or any renewal thereof.
- (e) All requirements, acknowledgements, affirmations, and attestations necessary to obtain an Accommodation Excise Tax Certificate must be continuously maintained at all times throughout the duration of the initial Accommodation Excise Tax Certificate and any renewal thereof. All material changes in the information or supporting documents or materials provided to the City in any application (or renewal application), including any change in the Local Point of Contact and/or such person's contact information shall be updated and reported in writing to the Planning, Development and Code Department within three business days of such change.
- (f) An Accommodation Excise Certificate is not assignable or transferable. Upon sale of a property or when a Managing Agency or Agent changes, there will be a 30-day grace period to operate as a short term rental so long as an application for an Accommodation Excise Tax Certificate is submitted by the new owner or Managing Agency or Agent within seven days of the sale or management change.

Sec. 27-9 Certificate Expiration/Renewal.

- (a) All accommodation Excise Tax Certificates, and any renewals thereof, shall expire on December 31 of each year. Applications for renewal of a Certificate for the following calendar year must be filed on or before the second Monday of December of each year in order to allow sufficient time for the Planning, Development and Codes Department to review and process the application prior to expiration of the Certificate on December 31. However, nothing herein shall be construed as precluding the filing of an application for renewal after such date. In such case, the Planning and Codes Department shall use reasonable efforts to review the application upon receipt, but neither the Planning, Development and Codes Department nor the City shall be under any obligation to process the renewal

application or issue any renewal Certificate prior to December 31. If a Certificate is not renewed before it expires on December 31, a renewal application shall be treated as an initial application, and the applicant shall be required to comply with all rules and regulations for the granting of an initial Certificate to the same extent as if no previous Certificate had been held.

- (b) To renew an Accommodation Excise Tax Certificate for the ensuing calendar year, Certificate holders must submit and file a renewal application with the Planning, Development and Codes Department on a form to be provided by the City. In order to qualify for and be issued a renewed Certificate, the applicant, at the time of filing, must:
 - 1. Pay and submit to the City an annual renewal fee of \$100.00 for each Short-Term Rental;
 - 2. Affirm and update, as needed, all information, documentation, and affirmations, submitted to the City in the application for the initial Certificate set forth in Section 27-8 above;
 - 3. Affirm that all Accommodation Excise Taxes for each Short-Term Rental under the Certificate being renewed have been collected and timely remitted to the City of Brunswick; and
 - 4. Affirm that the renewal application is not for a Short-Term Rental that has had its Certificate revoked within the last 12 months, except as permitted under 27-13(d);
- (c) A renewed Accommodation Excise Tax Certificate shall be valid for one calendar year immediately following its issuance, beginning on January 1 and ending on December 31 of each year.
- (d) Fees paid for an Accommodation Excise Tax Certificate, or any renewal thereof, are not refundable once a Certificate is issued.

Sec. 27-10 Application Review/Denials.

The Planning, Development and Codes Director or his/her designee may deny an application for an Accommodation Excise Tax Certificate, or any renewal thereof, if:

- (a) The application is for a property that has had its Certificate revoked within the preceding 12 months, except as permitted under 27-13(d);
- (b) The person applying lacks authority to represent the property owner for which the application is made;

- (c) The applicant does not qualify for a Certificate or the application is filed by a person as a subterfuge for another person;
- (d) The application is incomplete, fails to meet the application requirements of this Ordinance, or does not contain the requisite documents, information, or affirmations under this Ordinance;
- (e) A Short-Term Rental is not permitted on the property for which a Certificate is sought, or if the Dwelling Unit or property being used as a Short-Term Rental is in violation of any applicable zoning, subdivision, or building codes;
- (f) Information or materials submitted by the applicant to the City in connection with the application contain any fraudulent or material misrepresentation, omission, or false or untruthful statement or information;
- (g) The applicant fails to pay any application fee required by this Ordinance;
- (h) The property identified for short-term rental use is in violation of any state law, regulation, City of Brunswick Ordinance and/or is in violation of any applicable building code; or
- (i) The applicant is delinquent in paying ad valorem property taxes on any property intended to be offered for rent under the provisions of this Ordinance.

All decisions denying an application for an Accommodation Excise Tax Certificate, or any renewal thereof, shall be in writing and served upon the applicant by email or certified mail, or both, to the email address or physical address provided by the Applicant, and shall specify the reasons for the denial. Decisions denying an application hereunder shall be appealable to the Board of Commissioners in accordance with Section 27-13 of this Ordinance.

Sec. 27-11 Violations and Penalties.

- (a) Whenever in this Ordinance any act is prohibited (or not allowed) or is made or declared to be unlawful or an offense, or whenever herein the doing of an act is required or the failure to do any act is declared to be unlawful or an offense, the violation of such provision shall be an ordinance violation punishable as follows:
 1. Upon conviction of the first offense under this Ordinance within a consecutive 12-month period, the owner(s) of the property and/or the Certificate holder shall be punished by a fine of \$250.00;
 2. Upon conviction of the second offense under this Ordinance within a consecutive 12-month period, the owner(s) of the property and/or the Certificate holder shall be punished by a fine of \$500.00;

3. Upon conviction of the third and any subsequent offense under this Ordinance within a consecutive 12-month period, the owner(s) of the property and/or the Certificate holder shall be punished by a fine of \$1,000.00; and
 4. Enforcement actions may also be brought against the occupants and/or guests of a Short-Term Rental for violations of this Ordinance and/or such other ordinances of the City as may be applicable to the conduct of the occupants or guests, notwithstanding that this Ordinance may also make the property owner and/or the Certificate holder responsible for the conduct constituting the violation. Violations of the provisions of this Ordinance by occupants and/or guests of the Short-Term Rental shall be an ordinance violation punishable by a fine not to exceed \$1,000.00;
- (b) Each day that a Short-Term Rental is marketed, advertised, or rented for overnight accommodation without the necessary Short-Term Rental Certificate required under this Ordinance shall constitute a separate violation. Any person marketing, advertising, and/or operating a Short-Term Rental without a valid Short-Term Rental Certificate in violation of this Ordinance may be prosecuted and, upon conviction, punished by a fine not to exceed \$1,000.00;
 - (c) Nonpayment of any taxes due from the operation of the Short-Term Rental may subject the property owner and/or the Certificate holder to revocation of a Certificate and/or any additional penalties, enforcement, or consequences to the extent provided for by state law and City ordinances, including, but not limited to those set forth in Ordinance Sections 20-26 through 20-36.
 - (d) Should the City of Brunswick Police Department respond to any property being operated as a Short-Term Rental, the police should forward any report to the Planning, Development and Codes Department.
 - (e) Notwithstanding anything to the contrary herein, the imposition of a fine, punishment, or other penalty under the provisions of this section shall not prevent the suspension or revocation of any Accommodation Excise Tax Certificate upon violation of this Ordinance.
 - (f) Violations of this Ordinance may also subject the violator to any and all other remedies, legal or equitable, available to the City of Brunswick to the extent provided for by law, including injunctive relief.
 - (g) No provision of the Chapter is intended, nor shall it be construed, as giving the City or its representatives the right to enter into any Dwelling Unit for the purpose of searching, inspecting, or examining the premises to determine compliance with the provisions of this Ordinance without a court order or search warrant issued by a court of competent jurisdiction authorizing such search; provided, however, this shall not limit the authority of a law enforcement body to secure a search warrant in connection with criminal activity at a Dwelling Unit unrelated to compliance with

this Ordinance or the authority of the City to conduct otherwise lawful inspections of a Dwelling Unit unrelated to compliance with this Ordinance.

Sec. 27-12 Certificate Suspensions and Revocations.

- (a) In addition to any other penalty, punishment, or remedy provided for under this Ordinance, a Certificate may be suspended or revoked by the City Manager (or designee) as provided for herein. The City Manager, or his or her designee, may, upon investigation, suspend or revoke an Accommodation Excise Tax Certificate associated with a Short-Term Rental:
1. If the property or Short-Term Rental corresponding to that Certificate has been the subject of three or more violations of this Ordinance or the City's noise ordinance of either the property owner, Certificate holder, Local Point of Contact, or the occupants/guests (or any combination thereof) in the immediately preceding twelve-month period;
 2. If the Short-Term Rental or property upon which it is located is being operated in a disorderly manner so as to constitute a public nuisance after: (i) the Certificate holder and property owner (if different) have been advised in writing by the City of the unsatisfactory manner in which the Short-Term Rental is being operated; and (ii) after the Certificate holder and property owner (if different) have been given a reasonable opportunity to cure said deficiencies;
 3. Upon learning that an applicant furnished or made any fraudulent or material misrepresentation, omission, or false or untruthful statement or information in the application (or supporting materials) submitted to the City for a Certificate or renewal thereof;
 4. If the Certificate holder or property owner violates or fails to meet or comply with any provision or requirement of this Ordinance, or fails to timely pay or remit any Certificate fees imposed under the provisions of this Ordinance or any accommodation excise taxes due to the City pursuant to Sections 20-26 through 20-36; provided, however, prior to any such suspension or revocation, the Certificate holder and property owner shall be advised in writing by the City of such violation or non-compliance and the fees or taxes believed to be past due, and the Certificate holder and property owner shall be provided 14 calendar days to correct and cure such violation or non-compliance, or pay any such past due fee or excise tax; or
 5. If a Local Point of Contact fails to respond to calls or complaints regarding the condition, operation, or conduct of a Short-Term Rental, or the behavior or conduct of the occupants and/or guests thereof, in a timely and appropriate manner on three or more separate occasions within the immediately preceding 12 months, provided that the City provides the Certificate holder and property owner (if different) with notice of each such failure and a 14-day opportunity to

respond to the notice in writing. It is not intended that an owner, Managing Agency, or Local Point of Contact act as a peace officer or place himself or herself in an at-risk situation.

- (b) If, upon investigation, the City Manager (or designee) determines that sufficient grounds exist to suspend or revoke a Certificate in accordance with this Section, the City Manager (or designee) shall issue written notice of the suspension or revocation to the Certificate holder and property owner, if different. The Notice shall specify the length of the suspension, not to exceed 12 months. The written notice of suspension or revocation may be served upon the Certificate holder and property owner by email or certified mail, or both, to the email address or physical address provided by the Certificate holder in the application, and shall specify the facts which, in the opinion of the City Manager (or designee) constitute grounds for the suspension or revocation of the Certificate. The notice shall also specify that the suspension or revocation of the Certificate shall become effective 15 calendar days from the date of the notice, unless the Certificate holder appeals such decision to the Board of Commissioners in writing in accordance with Section 27-13 of this Ordinance no later than 14 calendar days from the date of the receipt of the notice of suspension or revocation.
- (c) In the event that a single Accommodation Excise Tax Certificate is issued for multiple Short-Term Rentals, the suspension or revocation notice shall specify the Certificate sub-number(s) of the property(ies) whose Certificate is being suspended or revoked. In such a case, suspension or revocation of a Certificate(s) for the identified Short-Term Rental(s) shall not affect the validity of the Certificate as it relates to the remaining Short-Term Rentals on that Certificate.
- (d) Should an Accommodation Excise Tax Certificate for any Short-Term Rental be revoked under this Ordinance, then no Accommodation Excise Tax Certificate shall be issued for that Property or to that property owner or Certificate holder for that particular location for a period of 12 months after the effective date of the revocation. Notwithstanding the foregoing, a new Certificate may be applied for and issued under an application that otherwise meets the application requirements of this Ordinance: (1) if the subject property is sold to a new owner as part of an arm's length transaction; or (2) the application is submitted by a Managing Agency or Agent who will serve as the new Certificate holder, provided that it has not been the Managing Agency or Agent or Certificate holder for that particular property within the immediately preceding 12 months.

Sec. 27-13 Appeals.

- (a) Decisions denying, suspending, or revoking an Accommodation Excise Tax Certificate, or any renewal thereof, under this Ordinance may be appealed by the Applicant or Certificate holder, as applicable, to the Board of Commissioners.

- (b) Upon receipt of any decision or determination to deny, suspend, or revoke any Accommodation Excise Tax Certificate, or any renewal thereof, an applicant whose application was denied, or a Certificate holder whose Certificate was revoked, may appeal such decision to the Board of Commissioners. Any such appeal must be in writing and filed with the City Clerk within 14 calendar days of the Applicant's or Certificate holder's receipt of the decision being appealed. Appeals to the Board of Commissioners must be sent to and received by the City Clerk by certified U.S. mail or hand delivery. Appeals not physically received in writing by the City Clerk within 14 calendar days of the Applicant's or Certificate holder's receipt of the decision being appealed will be deemed untimely and disallowed.
- (c) The written appeal must state succinctly the grounds upon which it is asserted that the decision should be reversed and shall be accompanied by a copy of the decision from which the appeal is being made, along with any other documents deemed relevant to the appeal. The filing of a timely appeal to the Board of Commissioners will delay implementation of the decision being appealed until a decision is made on that appeal by the Board of Commissioners. If an appeal is not timely received, decisions denying, suspending, or revoking a Certificate shall become effective and final on the fifteenth (15th) calendar day following the Applicant's or Certificate holder's receipt of such decision.
- (d) Upon receipt of a timely appeal under this Ordinance, the City Clerk shall schedule a hearing before the Board of Commissioners at a regular or special called meeting within 45 days of the receipt of the appeal. The City Clerk shall provide written notice to the appealing party of the time, place and date of the scheduled hearing by certified U.S. mail.
- (e) The Board of Commissioners shall have the duty of conducting hearings concerning the denial, revocation, or suspension of a Certificate. The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the evidence presented at the hearing.
- (f) At the hearing, after presentation of the case against the Applicant or Certificate holder, the appealing party will have an opportunity to present his or her case, to present evidence and information relevant to the appeal, to rebut the allegations made against him or her, and to present whatever defenses he or she has. The appealing party shall have the right to be represented by an attorney at his or her own expense.
- (g) At the conclusion of the hearing, the Board of Commissioners shall affirm, modify, or reverse the decision being appealed. Written notice of the Board's decision shall be sent to the appealing party by the City Clerk via email or certified U.S. mail, or both, and shall set forth the findings and conclusions of the Board.

- (h) Decisions of the Board of Commissioners regarding denials, suspensions, and revocations shall be binding, subject to the right of appeal to Superior Court as provided by O.C.G.A. § 5-4-1, et seq.

27-14 Right to Audit.

The City of Brunswick shall have the right to audit and examine the books, papers, records, and financial reports of any Certificate holder pursuant to Code Section 27-4 (i.e. the Accommodation Excise Tax/Lodging Tax Ordinance) in order to verify the accuracy of any accommodation excise tax return made, or if no return is made by the Certificate holder, to ascertain and determine the amount required to be paid. The Accommodation Excise Tax Certificate holder shall keep and maintain such records, receipts, invoices, and other pertinent papers regarding the operation of a Short-Term Rental as required by Code Section 27-4 and shall establish and maintain a reasonable accounting system to readily identify and calculate the amount of accommodation excise taxes due for each Short-Term Rental.

Sec. 27-15 Exceptions.

- (a) Real property that is occupied for a period of less than 30 consecutive days by a buyer or seller of real property prior to or after the closing of same shall not be considered a Short-Term Rental or require an Accommodation Excise Tax Certificate under this Ordinance, provided that the property is not otherwise furnished or offered for value to any other person(s) during the same calendar year for 30 days or less at one time.
- (b) Real property that is occupied by or offered for occupancy to the same person for a period greater than 30 consecutive days shall not be considered a Short-Term Rental or require an Accommodation Excise Tax Certificate under this Ordinance, provided that the property is not otherwise furnished or offered for value to any other person(s) during the same calendar year for 30 days or less at one time.

Sec. 27-16 Effective Date.

This Chapter shall become effective on January 1, 2023. Any Accommodation Excise Tax Certificate issued under this Ordinance on or before December 31, 2022, shall be valid beginning on January 1, 2023.

Sec. 27-17 Severability.

If any section, clause, sentence or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance. It is hereby declared as the intent of the City of Brunswick that this Ordinance would have been adopted had such invalid or unconstitutional portion not been included herein.

SECTION TWO:

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION THREE:

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION FOUR:

This Ordinance shall be effective immediately upon its adoption by the City Commission.

SO ORDAINED BY THE CITY COMMISSION OF BRUNSWICK THIS 18th DAY OF MAY, 2022.

Cosby H. Johnson, Mayor

ATTEST: _____
Naomi D. Atkinson, City Clerk

MUNICIPAL COURT JUDGE SERVICE AGREEMENT

This Agreement by and between the City of Brunswick, a municipal corporation, hereinafter referred to as the "City," and **Christopher O'Donnell** hereinafter referred to as the "Municipal Court Judge" or "Judge", is as follows:

WHEREAS, on February 18th, 2015 the **City Commission** has appointed **Christopher O'Donnell** to serve as Judge of the City's Municipal Court; and

WHEREAS, Christopher O'Donnell has accepted the appointment and confirmation; and

WHEREAS, Christopher O'Donnell understands this is a part-time position and involves overseeing full time court staff; and

WHEREAS, in order to provide for the services of Judge of the Municipal Court and to establish compensation for such services, it is appropriate for the City to enter into an Employment Agreement with the Municipal Court Judge for such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and **Christopher O'Donnell** agree as follows:

1. TERM OF APPOINTMENT:

Christopher O'Donnell accepts the position of Judge of the Municipal Court of the City in accordance with the provisions of City Ordinance Section No. 15-2 as supplemented by this Agreement for a two (2) year term commencing on June 20th, 2022, and terminating on June 17th, 2024, unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the City Manager any change affecting his membership in good standing in the Georgia Bar Association and any training deficiencies.

2. SCOPE OF SERVICES:

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be

prescribed by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so. The Judge also shall perform the duties described in section 3.

The Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Judge shall appoint Judges Pro Tempore for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. The Judge may appoint only Judges Pro Tempore who have been approved by the City Commission to serve as Judges Pro Tempore.

The Judge shall instruct all Judges Pro Tempore concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

The Judge shall make a reasonable effort to maintain a pool of at least three Judges Pro Tempore and shall endeavor to rotate them evenly so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.

3. JUDICIAL INDEPENDENCE AND ADMINISTRATION:

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with the Judge when performing judicial duties. The Judge, or any Judge Pro Tempore serving in the absence of the Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Furthermore, the Judge is responsible for doing the following:

- a. In coordination with the City Attorney and the Court Clerk, approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary;
- b. In coordination with the City Attorney and the Court Clerk, providing proper

training of court staff and officials subject to the Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary;

- c. Ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes;
- d. Notifying the City Commission and/or City Attorney of additional resources necessary to ensure compliance with applicable laws and rules;
- e. Notifying the City Commission and/or City Attorney of service provider performance deficiencies; and
- f. Reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate.

The Court Clerk shall be appointed by the City Manager and shall serve as an At-Will employee of the City. The Court Clerk and all represented court staff are City employees subject to City rules and regulations. However, they are subject to the Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City.

The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's rights and responsibilities with respect to court employees. The Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the City Manager to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the City.

4. COMPENSATION

The Judge's salary and benefits shall be set and appropriated through the City's budget process. The Judge's compensation within the adopted budget may be increased, but not decreased, during the Judge's term of office.

The Judge's salary shall be determined annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court. The Judge will receive his or her regular salary while attending required classes and seminars, and the City shall pay the cost of such classes and seminars.

Each party will pay payroll and other taxes as required by applicable laws and regulations.

5. CONTRACT ADMINISTRATION:

This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by Christopher O'Donnell on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE CITY:

City of Brunswick
Attn: City Manager
P.O. Box 550
Brunswick, Georgia 31521

IF TO THE JUDGE:

Christopher O'Donnell
Municipal Court Judge
1229 Newcastle Street
Brunswick, Georgia 31520

6. TERMINATION OF AGREEMENT:

This Agreement may be terminated during the Judge's term of office as follows:

By the Judge if he provides a minimum of 60 days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties.

By the City only as provided in O.C.G.A. Section 36-32-2.2.

7. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in Glynn County Superior Court, State of Georgia.

8. SEVERABILITY:

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF BRUNSWICK, GEORGIA

MUNICIPAL COURT JUDGE

By: _____
Mayor, Cosby Johnson

By: _____
Municipal Court Judge

Date: _____

Date: _____

Approved as to Form:

Brian D. Corry, City Attorney

Attest: _____
Naomi D. Atkinson, City Clerk