

CITY OF BRUNSWICK

601 Gloucester Street * Post Office Box 550 * Brunswick * Georgia * 31520-0550 * (912) 267-5500 * Fax (912) 267-5549

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

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

BRUNSWICK CITY COMMISSION REGULAR SCHEDULED COMMISSION MEETING WEDNESDAY, FEBRUARY 1, 2023 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 February 1, 2023 Regular Meeting Agenda.

PUBLIC HEARING(S) – ALCOHOL LICENSE (*A. Brown*)

2.

New Alcohol License(s)			
Name of Business	Business Owner/Manager	Business Address	Permit Type
A & S Market	Owner: Smitkumar Patel	1001 1 st Ave., Bwk., GA	Retail sales of beer and wine
Solar 108	Owner: Darshan Patel	1008 Bay St., Bwk., GA	Retail sales of beer and wine

ITEM(S) TO CONSIDER FOR APPROVAL

3. Consider Approval of January 18, 2023 Regular Scheduled Meeting Minutes. (*subject to any necessary changes.*) (*N. Atkinson*) **(Encl. 1)**
4. Consider Approval of a Supplemental Agreement to the Project Framework Agreement Between the Georgia Department of Transportation and the City of Brunswick for Additional Funding for the Engineering and Design Phase of the Boardwalk Trail Project. (*G. Alberson*) **(Encl. 2)**
5. Consider Approval of Resolution No. 2023-03 ~ Authorizing Application of a Coastal Incentive Grant from the Georgia Department of Natural Resources and to Commit the City of Brunswick Resources as a Local Match. (*G. Alberson*) **(Encl. 3)**
6. Consider Approval of an Agreement with Structor Group for Replacement of Window Units and HVAC Units in all the Residential Spaces of St. Marks Towers Senior Residential Facility. (*G. Alberson*) **(Encl. 4)**

7. Consider Approval of a Contract with Woodard Construction Company, Inc. for Construction of the Macon-Talmadge Intersection Drainage Improvements Project ~ to improve Storm Drainage Conditions at the Intersection of Macon Avenue and Talmadge Avenue and the Surrounding Area. *(G. Alberson)*
(Encl. 5)

EXECUTIVE SESSION

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, JANUARY 18, 2023
AT 6:00 P.M.**

**1229 NEWCASTLE STREET, 2nd FLOOR
&**

STREAMED LIVE AT THE BELOW WEB ADDRESS:

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

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

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

INVOCATION: Pastor Troy Moody, Kingdom Builders Church

PLEDGE OF ALLEGIANCE: Recited in unison by all in attendance

APPROVAL OF AGENDA

1. Adoption of January 18, 2023 Regular Meeting Agenda.

Mayor Pro Tem Martin made a motion to adopt the above-referenced agenda; seconded by Commissioner Harris. Motion passed unanimously.

ANNOUNCEMENT

2. Appointment made to Brunswick Housing Authority. (*Mayor*)

Mayor Johnson announced his appointment of W. Clement Cullens to the above-referenced Authority filling the unexpired term of Shemeka Sorrells.

UPDATE(S)

3. 2023 Comprehensive Plan. (*J. Hunter*)

Planning Development and Codes Director Hunter gave a brief overview of the above-referenced plan.

Following questions and responses; Mayor Johnson opened floor for Public Hearing.

PUBLIC HEARING(S) - 2023 Comprehensive Plan

Mayor Johnson opened the following to the public for comments regarding the 2023 Comprehensive Plan.

No one came forth to address the commission.

Commissioner Cason made a motion to initiate the Comprehensive Plan update process and designate the Planning and Appeals Commission as the Planning Steering Committee and tasked the Planning and Appeal Commission with implementing recommendations for a Stakeholder Committee; seconded by Mayor Pro Tem Martin. Motion passed unanimously.

ITEM(S) TO CONSIDER FOR APPROVAL

4. Consider Approval of January 4, 2023 Regular Scheduled Meeting Minutes. *(subject to any necessary changes.) (N. Atkinson)*

Mayor Pro Tem Martin made a motion to approve the above-referenced minutes; seconded by Commissioner Harris. Motion passed unanimously.

5. Consider Approval of Resolution No. 2023-02 ~ Homelessness Prevention Assistance Program. *(R. McDuffie/T. Hamilton)*

Mayor Pro Tem Martin made a motion to approve the above-referenced resolution and the Memorandum of Understanding as presented; seconded by Commissioner Harris. Motion passed by a vote of 4 to 1 with Commissioner Rolle abstaining.

City Manager McDuffie was directed to provide periodic reports/updates of the program to the Commission.

EXECUTIVE SESSION

There was not an executive session held during this meeting.

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

MEETING ADJOURNED – *meeting adjourned at 6:47 p.m.*

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

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



SUBJECT: GLYNN AVENUE LINK TRAIL FROM OVERLOOK PARK TO SR 25 SPUR EAST – SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDING

COMMISSION ACTION REQUESTED ON: February 1, 2023

PURPOSE:

Approval of a supplemental agreement to the Project Framework Agreement between the Georgia Department of Transportation and the City of Brunswick for additional funding for the engineering and design phase of the Boardwalk Trail project

HISTORY:

The City of Brunswick entered a Project Framework Agreement (PFA) with the Georgia Department of Transportation in February 2021 to accept grant funds from the Transportation Alternatives Program (TAP) for the design of the Glynn Avenue Link Trail from Overlook Park to State Route 25 East. The amount of the original TAP grant was \$420,000 and required a 20% local match. The total cost of the design and engineering consultant agreement was \$1,159,582.

FACTS AND ISSUES:

City of Brunswick staff applied for additional TAP grant funding from GDOT for FY23 for the completion of the design phase of the project. The City received notice in December that the additional TAP funds were awarded in the amount of \$548,000. A local match of \$137,000 will be required for this funding. Based on the total cost of the engineering agreement, this additional funding (\$685,000) will allow for completion of the design phase of the project.

BUDGET INFORMATION:

The local match requirement of this additional GDOT TAP funding is \$137,000. This amount will be paid from SPLOST 22 – Trails and Boardwalks. The total anticipated revenue of this SPLOST category is \$3,500,000.

OPTIONS:

1. Authorize the Mayor to sign Supplemental Agreement #1 to the Project Framework Agreement between GDOT and the City of Brunswick to accept \$548,000 in additional funding for the design and engineering of the Glynn Avenue Link Trail.
2. Do not authorize the Mayor to sign Supplemental Agreement #1 to the Project Framework Agreement between GDOT and the City of Brunswick to accept \$548,000 in additional funding for the design and engineering of the Glynn Avenue Link Trail.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign Supplemental Agreement #1 to the Project Framework Agreement between GDOT and the City of Brunswick to accept \$548,000 in additional funding for the design and engineering of the Glynn Avenue Link Trail.

DEPARTMENT: Engineering

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign Supplemental Agreement #1 to the Project Framework Agreement between GDOT and the City of Brunswick to accept \$548,000 in additional funding for the design and engineering of the Glynn Avenue Link Trail.

Regina M. McDuffie

City Manager

1/24/23

Date

SUPPLEMENTAL AGREEMENT NO. 1
To the PROJECT FRAMEWORK
AGREEMENT
By And Between
GEORGIA DEPARTMENT OF
TRANSPORTATION
And
CITY OF BRUNSWICK

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction Cluster**
- CFDA # 20.219 - Recreational Trails Program**

This Agreement, made and entered into this, _____ by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF BRUNSWICK, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS the DEPARTMENT and the SPONSOR heretofore entered into a Project Framework Agreement dated, March 3, 2021 for Contract ID: 48400-425-PFAOPD2100952 hereinafter called the "ORIGINAL AGREEMENT", for the purpose of having the SPONSOR reimbursed federal funds for PI # 0015400, (GLYNN AVE LINK TRAIL fm OVERLOOK PARK to SR 25 SPUR EAST) (a multi-use trail with 10-ft clear width approximately 2,800 LF in total length. The trail will begin at Overlook Park and end at the existing bicycle/pedestrian trail along SR 25 Spur East [F.J. Torras Causeway] including

approximately 2,500 LF of bridge design over marsh and tidal areas, with multiple viewing platforms. Bridge design will consist of concrete piling foundation with superstructure of aluminum, composite material, or other material to reduce long-term maintenance expenses) such work hereinafter called the "PROJECT", and

NOW, THEREFORE, THE PARTIES mutually agree that for and in consideration of the mutual benefits to flow from each to the other:

1. The ORIGINAL AGREEMENT, dated March 3, 2022 shall be modified as follows: Exhibit A dated December 15, 2020, shall be deleted in its entirety and replaced the attached Exhibit A dated December 8, 2022, Project Financial Report.
2. All terms and conditions of the ORIGINAL AGREEMENT except as modified, changed or amended by the Parties, in writing, shall remain in full force and effect.
3. The WHEREAS Clauses and Exhibits hereto are a part of this Supplemental Agreement and are incorporated herein by reference.
4. The Original Agreement, as amended, constitutes the full, complete and entire understanding between Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

City of Brunswick, Georgia

BY: _____
Commissioner

BY: _____
Cosby H. Johnson
Mayor

ATTEST:

Signed, sealed, and delivered this _____
in the presence of:

Treasurer

Garrow Alberson, Director of Eng. Public Works
Witness

Karen Rogers, Administrative Assistant
Notary Public

This Agreement approved by City of Brunswick,
the _____ .

Attest

Naomi D. Atkinson, City Clerk

58-6000525
Federal Employer Identification Number:

EXHIBIT A

Georgia Department of Transportation Project Financial Report (PFR)

Processed Date: Dec-08-2022 09:11:49 AM

Project: 0015400

Description:	GLYNN AVE LINK TRAIL FROM OVERLOOK PARK TO SR 25 SPUR EAST
Project Manager Name:	Scott, Teresa
Office:	Program Delivery
Counties:	Glynn
Congressional Districts:	001

Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
PE	M302	AUTHORIZED	(\$6,172.68)	\$.00	\$.00	(\$1,543.17)	(\$7,715.85)
	Y306	PRECST	\$548,000.00	\$.00	\$.00	\$137,000.00	\$.00
	Z302	AUTHORIZED	(\$413,827.32)	\$.00	\$.00	(\$103,456.83)	(\$517,284.15)
PE Subtotal:			\$128,000.00	\$.00	\$.00	\$32,000.00	\$160,000.00
TOTALS:			\$128,000.00	\$.00	\$.00	\$32,000.00	\$160,000.00

Project Accounting

Activity	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
		Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned
PE	\$.00	\$420,000.00	\$269,550.43	\$150,449.57	\$.00	\$.00	\$.00	\$.00	\$.00
TOTALS:	\$.00	\$420,000.00	\$269,550.43	\$150,449.57	\$.00	\$.00	\$.00	\$.00	\$.00

Project Accounting Summary

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
----------	----------	----------	--------	-------------------	---------	--------------------

Page 1 of 2

The information contained in this File/Report is the property of GDOT and may not be released to any other party without the written consent of the Data Custodian. Please dispose of this information by shredding or other confidential method. *Please contact the Office of Financial Management for incorrect data. **Non-capital contracts and contracts funded using Overhead Funds are allotted in the INHOUSE/OVERHEAD/GENERAL FUNDS section.

Georgia Department of Transportation Project Financial Report (PFR)

Processed Date: Dec-08-2022 09:11:49 AM

PE	\$420,000.00	\$269,550.43	\$150,449.57	\$.00	35.82%	Nov-30-2022
TOTALS:	\$420,000.00	\$269,550.43	\$150,449.57	\$.00	35.82%	

ATTACHMENT A
BUDGET ESTIMATE

Original Project Framework Agreement

Maximum Federal Share:	\$380,000.00
Local Share:	\$95,000.00
Original Total Agreement Amount:	\$475,000.00

Supplemental Agreement (SA) No. 1 Amount

SA Federal Supplemental Share:	\$548,000.00
SA Local Participation/Share:	\$137,000.00
Total Supplemental Amount:	\$685,000.00

Composite Amount
(Original Contract Plus Supplemental Agreement No. 1)

Revised Total Federal Share:	\$928,000.00
Local Participation/Share:	\$232,000.00
Revised Total Agreement Amount:	\$1,160,000.00



SUBJECT: COASTAL INCENTIVE GRANT APPLICATION – RETHINKING RUNOFF PLAN – PHASE II

COMMISSION ACTION REQUESTED ON: February 1, 2023

PURPOSE:

Approval of Resolution number 2023-03 to authorize application of a Coastal Incentive Grant from the Georgia Department of Natural Resources and to commit City of Brunswick resources as a local match

HISTORY:

The City of Brunswick has been pursuing a strategy for implementing stormwater green infrastructure practices to increase resiliency and address nonpoint source pollution. This strategy was first established in the City’s “Rethinking Runoff Plan” that was completed in September 2022 and was funded through a Cycle 23 Coastal Incentive Grant (CIG). The Rethinking Runoff Plan positioned the City to proactively plan for stormwater management in their site design process, provided conceptual designs to garner community support, and supplied fundamental information for future implementation of green infrastructure strategies.

FACTS AND ISSUES:

In the Rethinking Runoff Plan, 28 sites were identified for green infrastructure/low impact development (GI/LID) improvements intended to reduce stormwater runoff and address non-point source pollution. Of these 28 sites, three are already in various stages of design and construction. The current CIG-funded project will prioritize the next group of projects for detailed design. The project will include additional site investigations such as soil testing, depth to water table, infiltration rates, in-house constructability, and presence of utilities. The top three sites will then have detailed engineering design plans created for either the City to construct in-house or to include in future grant applications. With new coastal resiliency implementation grants available, the City will be positioned with “shovel-ready” green infrastructure projects.

All Coastal Incentive Grants also include an education and outreach component as part of the scope of the project. The education and outreach component of the proposed project will be to connect with local residents to target residential stormwater management. Activities for this include workshops on residential rain gardens with UGA Marine Extension and Georgia Sea

Grant and a rain barrel program with GADNR-CRD and UGA. Several of these types of workshops have already been held in various neighborhoods and have shown to be quite successful.

BUDGET INFORMATION:

The local match portion of this Coastal Incentive Grant will be provided primarily through in-kind services of the City. Salaries, wages and fringe benefits will make up the majority of the amount required for the local match. Any cash match will be provided by the City through Storm Water Utility FY23 budgeted funds.

OPTIONS:

1. Authorize the Mayor to sign Resolution Number 2023-03 to approve application for a Coastal Incentive Grant and to enter a Project Agreement with the Georgia Department of Natural Resources if approved.
2. Do not authorize the Mayor to sign Resolution Number 2023-03 to approve application for a Coastal Incentive Grant and to enter a Project Agreement with the Georgia Department of Natural Resources if approved.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign Resolution Number 2023-03 to approve application for a Coastal Incentive Grant and to enter a Project Agreement with the Georgia Department of Natural Resources if approved.

DEPARTMENT: Engineering

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign Resolution Number 2023-03 to approve application for a Coastal Incentive Grant and to enter a Project Agreement with the Georgia Department of Natural Resources if approved.

Regina M. McDuffie

City Manager

1/24/23

Date

Resolution 2023 - 03

**State of Georgia
The City of Brunswick**

RESOLUTION OF THE CITY OF BRUNSWICK BOARD OF COMMISSIONERS TO APPLY FOR A COASTAL INCENTIVE GRANT AND COMMIT UPON AWARD OF THE GRANT TO ENTER INTO A PROJECT AGREEMENT WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES COASTAL RESOURCES DIVISION

WHEREAS, the mission of the Coastal Incentive Grant as part of the Georgia Coastal Management Program is consistent with goals of City of Brunswick’s Stormwater Management Program, and

WHEREAS, the City is committed to better and more sustainably managing stormwater within the City limits utilizing green infrastructure techniques, and

WHEREAS, the City is desirous of obtaining a Georgia Department of Natural Resources Coastal Incentive Grant to build on its “Rethinking Runoff Plan” to prioritize and advance the designs for green infrastructure stormwater management projects identified in that plan, and

WHEREAS, the City is an eligible applicant under the rules of the Coastal Incentive Grant Cycle 26 Request for Proposals.

NOW, THEREFORE, BE IT RESOLVED that the City of Brunswick Board of Commissioners,

Does hereby authorize staff to apply for a Coastal Incentive Grant through the Georgia Department of Natural Resources Coastal Resources Division. Upon award of the grant, the Board of Commissioners shall enter into a Project Agreement between the Board of Commissioners and Georgia Department of Natural Resources Coastal Resources Division.

Adopted, the 1st day of February, 2023

BOARD OF COMMISSIONERS
CITY OF BRUNSWICK

Cosby H. Johnson, Mayor

Attest: _____
Naomi Atkinson, Clerk



SUBJECT: ST. MARKS TOWERS – CONSTRUCTION AGREEMENT

COMMISSION ACTION REQUESTED ON: February 1, 2023

PURPOSE:

Approval of an agreement with Structor Group for replacement of window units and HVAC units in all of the residential spaces of St. Marks Towers senior residential facility

HISTORY:

St. Marks Towers is a non-profit residential facility for low-income senior citizens located east of U.S. Highway 17 at the end of Parkwood Avenue. The facility consists of two, six-story structures with a total of 150 one-bedroom apartments. The north tower was constructed in 1982, and the south tower was constructed in 1992. The residents' rent and utility costs are subsidized by funding from the U. S. Department of Housing and Urban Development.

FACTS AND ISSUES:

The City received a grant from the Georgia Department of Community Affairs (DCA) in the amount of \$6 Million for replacement of window units and the HVAC units in each of the residential spaces of the towers. Each residential apartment contains two window units and one HVAC unit. The windows in the stairways and common areas of the buildings will be replaced as part of the scope of work also.

A request for proposals was issued in October 2022, and proposals were received in November. Two firms submitted proposals which met the minimum requirements. The pricing of the two proposals is as follows:

Structor Group - \$5,975,000
Phillips Construction - \$3,446,999

Two additional proposals were received following the submittal deadline listed in the RFP. Those proposals were not eligible for consideration, but it is worth noting that the pricing on each of those proposals was \$6.37 Million and \$6.60 Million.

The staff of the Department of Engineering and Public Works evaluated both of the eligible proposals and has selected the proposal from Structor Group as the more desirable proposal. Both the window and the HVAC products in the Structor proposal are higher quality materials and include manufacturers and installation warranties. Additionally, the Structor proposal

included a more detailed project schedule with more a more favorable timeline for project completion. Their proposal also listed their experience with past projects of similar size, scope and environmental challenges. The Phillips proposal did not provide sufficient information on the products, warranties, or the installation process. For these reasons, the department recommends entering an agreement with Structor Group for the installation of the windows and HVAC units.

The contractor is prepared to order materials as soon as the agreement is approved, and begin installation upon material delivery. The project schedule estimates completion within 365 days.

BUDGET INFORMATION:

The City will receive \$6,000,000 in grant funding from DCA with no match required from the City. If the project should exceed the \$6,000,000 cost of the grant agreement, any additional funding will be provided by DCA. There will be no cost to the City as part of this project.

OPTIONS:

1. Authorize the Mayor to sign an agreement with Structor Group in the amount of \$5,975,000 for window and HVAC replacement at the St. Marks Towers
2. Do not authorize the Mayor to sign an agreement with Structor Group in the amount of \$5,975,000 for window and HVAC replacement at the St. Marks Towers
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with Structor Group in the amount of \$5,975,000 for window and HVAC replacement at the St. Marks Towers

DEPARTMENT: Engineering & Public Works

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Regina M. McDuffie

City Manager

1/24/23

Date

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 9th day of January in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Brunswick
525 Lakewood Avenue
Brunswick, GA 31520

and the Contractor:
(Name, legal status, address and other information)

Structor Group, Inc.
2251 Corporate Plaza Parkway SE
Suite 200
Smyrna, GA 30080

for the following Project:
(Name, location and detailed description)

St. Mark's Towers Window Replacement and HVAC Unit Replacement
One Towers Plaza
Brunswick, GA 31520

The Architect:
(Name, legal status, address and other information)

Not Applicable

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

AIA Document A101[®] – 2017, Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:37:26 ET on 01/11/2023 under Order No. 2114352699 which expires on 09/13/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(846619982)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
TBD based on release date and lead times on materials upon order placement

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than three hundred sixty five (365) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Million Nine Hundred Seventy Five Thousand and 00/100 (\$ 5,975,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10 %

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Reduce to 5% upon 50% completion of the project

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Contractor.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Contractor's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1-1/2 % per month

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Owner/Contractor will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Contractor Rep/Owner Rep

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- [] Litigation in a court of competent jurisdiction
- [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

5% of contract value

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Tim Nelson
Capital Project Manager
City of Brunswick
525 Lakewood Avenue
Brunswick, Ga 31520

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Mike Schilling
COO
Structor Group, Inc
2251 Corporate Plaza Pkwy SE
Suite 200
Smyrna, GA 30080

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:37:26 ET on 01/11/2023 under Order No.2114352699 which expires on 09/13/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(846619982)

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall not provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
N/A		

.6 Specifications

Section	Title	Date	Pages
N/A			

.7 Addenda, if any:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Structor Proposal Dated 11/8/22

Exhibit B – Structor Proposed (Estimated) Payment Draw Schedule

This Agreement entered into as of the day and year first written above.

- See attached Signature Page-

OWNER (Signature)

Cosby Johnson Mayor

(Printed name and title)

- See attached Signature Page-

CONTRACTOR (Signature)

Michael Schilling COO

(Printed name and title)

Init.

Signatures Page

Init.

/

AIA Document A101® - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:37:26 ET on 01/11/2023 under Order No.2114352699 which expires on 09/13/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(846619982)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:37:26 ET on 01/11/2023.

PAGE 1

AGREEMENT made as of the 9th day of January in the year 2023

...

City of Brunswick
525 Lakewood Avenue
Brunswick, GA 31520

...

Structor Group, Inc.
2251 Corporate Plaza Parkway SE
Suite 200
Smyrna, GA 30080

...

St. Mark's Towers Window Replacement and HVAC Unit Replacement
One Towers Plaza
Brunswick, GA 31520

...

Not Applicable

PAGE 2

Established as follows:

...

TBD based on release date and lead times on materials upon order placement

PAGE 3

Not later than three hundred sixty five (365) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Million Nine Hundred Seventy Five Thousand and 00/100 (\$ 5,975,000.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the ~~Architect-Owner~~ not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the ~~Architect-Owner~~ after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

...

10 %

PAGE 5

Reduce to 5% upon 50% completion of the project

...

.2 a final Certificate for Payment has been issued by the ~~Architect-Contractor~~.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the ~~Architect's-Contractor's~~ final Certificate for Payment, or as follows:

...

1-1/2 % per month

...

The ~~Architect-Owner/Contractor~~ will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

...

Contractor Rep/Owner Rep

PAGE 6

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

5% of contract value

...

Tim Nelson
Capital Project Manager
City of Brunswick
525 Lakewood Avenue
Brunswick, Ga 31520

...

Mike Schilling
COO
Structor Group, Inc
2251 Corporate Plaza Pkwy SE
Suite 200
Smyrna, GA 30080
PAGE 7

§ 8.5.2 The Contractor shall not provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

...

N/A

...

N/A

...

N/A

PAGE 8

Exhibit A – Structor Proposal Dated 11/8/22
Exhibit B – Structor Proposed (Estimated) Payment Draw Schedule

...

Cosby Johnson Mayor

Michael Schilling COO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:37:26 ET on 01/11/2023 under Order No. 2114352699 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



NOVEMBER 8, 2022

WINDOW REPLACEMENT AND HVAC UNIT REPLACEMENT ST. MARK'S TOWERS

REQUEST FOR PROPOSAL
CITY OF BRUNSWICK, GEORGIA



STRUCTOR
 **GROUP**
Build Smarter.

References

We have provided three references below. While we understand the proposed project is not a healthcare project, our renovations in healthcare environments require the most nimble and flexible approach, have the most logistical complexity, and often require coordinating around residents (patients), and are therefore similar to your project.

JASON CASH

Senior Construction Project Manager
Piedmont Healthcare
Jason.Cash@piedmont.org

FRANK KONICKI

Children's Healthcare of Atlanta
Francis.konicki@choa.org
404.785.6948

CARLOS WASHINGTON

Northside Hospital
Carlos.washington@northside.com
404.787.1863





3041 Corporate Plaza
Peachtree, SE
Suite 200
501 13, GA 30030
STRUCTOR GROUP

November 8, 2022

Tim Nelson
City of Brunswick
Capital Projects Manager
525 Lakewood Ave
Brunswick, Georgia 31520
tnelson@cityofbrunswick-ga.gov

RE: St. Mark’s Towers Window Replacement & Hvac Unit Replacement

Dear Tim:

Thank you for reviewing our proposal response for this project. We know your community is eager for these improvements and your stakeholders worked diligently to secure the funding grant. We have worked with many non-profit organizations and understand how important it is to be good stewards of your opportunity.

Two aspects of Structor Group stand out when considering your project. The first, is our willingness to be respectful of your funds. That means we will be diligent in our quest for efficiencies and savings, and that we are flexible in how we develop your project execution strategy— seeking to develop the best possible outcome for the City of Brunswick and the residents of St. Marks.

The second is that we have successfully completed HUNDREDS of renovations in occupied facilities. (Structor Group performs construction services, on a DAILY basis, for six major healthcare systems and three college campuses). This project shares many commonalities with our past occupied renovations— elderly, sensitive residents, a large stakeholder group, and 24/7 operations.

Over the past 16 years we have honed a highly collaborative approach to develop creative sequencing and scheduling that meets your operational needs, and have created a management culture that emphasizes coordination and communication with Property Managers and residents. As a result we offer nimble, flexible, and accommodating services and are willing and able to pivot when needed.

Thank you for reviewing our proposal, we look forward to helping you build smarter.

Sincerely,

Mike Schilling
Chief Operating Officer | Co-Founder
mikes@structorgroup.com
m 404.839.1844

COST PROPOSAL

Based on our experience of similar past projects, we submit the following bids:

Window Replacement Budget

\$5,175,000

PTAC Unit Replacement Budget
(to be completed concurrently with the window replacement project)

\$800,000

APPROACH

SITE ACCESS AND MULTI-STORY WINDOW AND HVAC REPLACEMENTS

We have included a preliminary logistics plan on the following page. Further discussion is needed to clarify the exact approach. Two methods are commonly utilized for this type of project: utilizing a boom lift, or utilizing a swing scaffold. Structor Group will collaborate with the Owner and Property Manager to determine which method meets the schedule and budget requirements. Structor Group has staff trained in the safe execution of both strategies



**PROPOSED
LOGISTICS
& APPROACH**

locations for :
Construction Dumpster(s)
Contractor Parking
MATERIAL Staging



The approach is to begin on the top floor of the building, completing the window and PTAC replacement concurrently, for the entire floor before moving to the floor below. The buildings can be worked on concurrently or sequentially, per the Client's preference.

In the project kick off meeting, the team will discuss project constraints and goals, including the availability of key material, and craft a mutually agreeable completion strategy.

MINIMIZING DISTURBANCE

The project kick-off meeting serves as the discovery period of the project. We will uncover critical resident activities and share strategies to phase the work in order to mitigate disturbance.

We recently renovated the entire Emergency Department of a hospital in downtown Atlanta, which directly correlated with the onset and peak of the Covid epidemic, without disrupting or delaying patient care. We are confident this level of experience will facilitate creating an uneventful construction experience for your residents.

SCHEDULE

This is a complex renovation project which requires a discussion, and subsequent prioritizing, of activities and logistics, with the Owner and Property Manager. Structor Group has worked in many, many environments where the needs of occupants of individual units (typically patient care rooms or offices) were unique and varied within one facility. We are well versed in leading this conversation and creating a mutually amenable project schedule that takes all urgencies into consideration.

The time from order placement, to fabrication and delivery (lead time) on the windows is 26 weeks from approved order.

For the purposes of the cost proposal, we have utilized a duration of 120 working days.

WARRANTIES AND WORKMANSHIP GUARANTEES

Structor Group will manage the testing of all units and window installations per specification and will ensure all benchmarks are achieved. Upon completion of the project, Structor Group provides a written one year warranty, and will address any issues at any time during that period. In reality, Structor Group is an ongoing resource; should you have any issues with the project scope after completion, we will be attentive.

Each product manufacturer offers material warranties. During product selection, you may make the warranty component of the product a factor in your material selection. Once products are selected, material warranties will be supplied.

Product Option 1



HI0300 Series
3¼" Frame Depth
Hurricane Resistant Horizontal Sliding

HI0300 SERIES DATA SHEET

Type	Frame Depth (inches)	Missile		Design Pressure (psf)		Water (psf)	Test Size* (inches)
		Large	Small	Pos (+)	Neg (-)		
Horizontal Sliding	3¼	✓	✓	60	80	11	150 x 60

NOTE: The air infiltration and water resistance performance values provided above were achieved in a controlled lab environment. Performance of our products in the field will vary depending on product configurations, installation methods, and ambient conditions. AAMA 502 "Voluntary Specification for Field Testing of Newly Installed Fenestration Products" should be adhered to for testing installed products. * Contact Graham for available glazing and test configurations

STANDARD FEATURES

- Horizontal sliding windows for hurricane-impact resistance
- Provides large/small missile impact protection
- Offers passive protection from wind-borne debris without shutters
- Operating sash are easily removed from frame for maintenance & cleaning
- Auto meeting rail lock
- Stainless steel ball bearing rollers adjust to two positions
- Full-length integral pull rails
- Thermally broken frame and dual sash for superior energy savings
- Mulls to fixed and operable products of the same frame depth

OPTIONAL FEATURES

- True muntins
- Applied-profile muntin grids
- Anti-takeout blocks to restrict sash removal
- Equal sightline flanking fixed lite available
- Extruded latch at jamb
- White bronze sweep lock at meeting rail
- Custom nail fins for commercial new construction
- Blast-Resistant (B0300) version available



Window Series: HI0300 Horizontal Sliding General Details

- Tested To:
ASTM E1886, ASTM E1996, and/or TAS 201, TAS 202, TAS 203
- Max. Test Size:
12'5" x 5'
- Materials:
All frame sections shall be thermally broken extruded aluminum shapes produced from commercial quality 6063-T6 alloy

- Finish Options:
AAMA 2603, 2604, & 2605, as well as powder coat and anodize finishes, are all available in a wide range of colors
- Accessories:
Wide range of panning & trim options available
- Installation Methods:
Trim & Clip
- Exceptions: Call Graham sales rep or see website for more information

Our products are tested to the standards of and certified by the American Architectural Manufacturer's Association and the National Fenestration Rating Council.



Check website for most current information including detail drawings and hardware options:
www.grahamwindows.com - 1551 Mt. Rose Avenue, York, Pennsylvania 17403-2909 - (800) 755-6274 (717) 849-8100

Updated
8-18

Product Option 2

WINDOWS • CURTAIN WALLS • ENTRANCES • STOREFRONTS

FORCE



Series 6551 Thermal 3 7/8" Impact/Blast Grade Horizontal Sliding Window



CONFIGURATIONS

OX • XO • OXO • XOX • Fixed

Series 6551 is designed for use in a wide range of applications such as educational, office, and healthcare facilities as well as multi-family residences and condominiums. It has a Florida product approval (Report #12908.1) and has undergone High Velocity Hurricane Zone (HVHZ) testing. It is a fully strutted product, which allows for interior and exterior 2 color option while providing superior thermal qualities and product longevity.

Features

Thermally isolated system uses EFCO E-Strut™

Continuous interlock at the sash meeting rail

Accommodates glazing of 3/4", 1" and 1 1/4"

Sash glides on tandem steel ball bearing roller over a raised sill track

Anodized or painted finishes available

Benefits

Dual finish capability

Improved thermal performance

Completely eliminates dry shrinkage

Offers superior weathering and structural performance

Provides flexibility with level of protection required

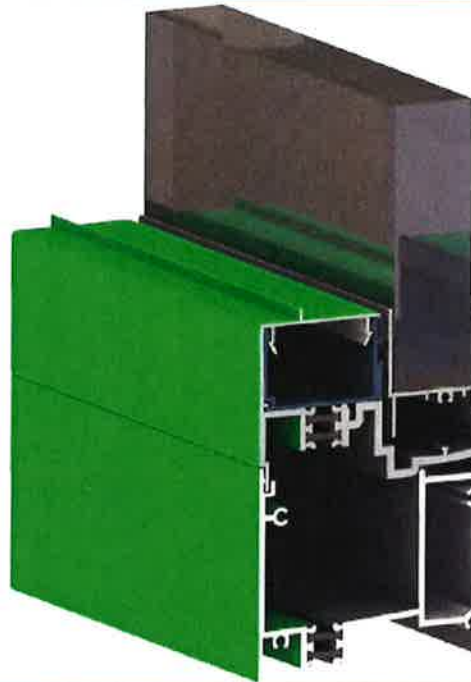
The raised sill track minimizes the effect of dirt and debris build-up on the sill

Multiple options to answer economic and aesthetic concerns

© Copyright 2014 EFCO Corporation 11-114

1000 COUNTY RD • MONETT, MO 65708 • 800.221.4169 • efcocorp.com

Series 6551 Thermal 3 7/8" Impact/Blast Grade Horizontal Sliding Window



PERFORMANCE DATA

S-6551 HORIZONTAL SLIDING WINDOW ARCHITECTURAL GRADE
 AAMA RATING (NAFS-02) HS-AW55
 AIR INFILTRATION < 1.8 CFM/SF @ 6.24 PSF
 WATER NO LEAKAGE @ 12.0 PSF
 STRUCTURAL ±85.5
 CRF-FRAME (1503-98) 59
 CRF-GLASS (1503-98) 74

Note: All performance data is subject to change based on testing recertification and/or revised AAMA testing protocol. Please contact EFCO for latest performance values.

6551 THERMAL U-FACTORS*		
CENTER OF GLASS U-FACTOR	CONFIGURATION AND SIZE	
	XO SIZE** 59" X 47"	XO SIZE 98" X 78"
0.47	0.64	0.67
0.34	0.55	0.47
0.29	0.52	0.43
0.25	0.49	0.40
0.20	0.46	0.36

* Based on NFRC 100
 **NFRC Gateway size

S-6551 HARDWARE CHART	CONCEALED PLUNGER LOCK	SWEEP LOCK	AUTO JAMB LOCK	POLE RING SWEEP LOCK	POLE SOCKET	ACCESS CONTROLLED SWEEP HANDLE	ZINC PLATED STEEL BALL BEARING ROLLERS	STAINLESS PLATED STEEL BALL BEARING ROLLERS
HORIZONTAL SLIDING	S	O		O	O	O	S	O

Some size restrictions may apply depending on hardware selected.

O - Optional
 S - Standard
 Blank - N/A

HORIZONTAL SLIDING S-6551 GLAZING CHART	POLYCARBONATE		GLASS OR PANEL																	
	1/8"	3/16"	1/4"	1/8"	156**	3/16"	200"	1/4"	1/4**	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"	1-1/2"	1-3/4"	2"	
MONOLITHIC & INSULATED GLASS					A	A	A	A		A	A	A	A	A	A					
DUAL GLAZING	EXTERIOR LITE					I	I	I												
	INTERIOR LITE						A	A	A											

* Obscure glass thickness
 ** Laminated glass thickness

A - Available glazing option
 I - Internal blinds can be used with this type of dual glazing
 Blank - N/A

**DCP & DHP
Distinctions Brand PTAC**



distinctions

- Dual Fan Motors - Allows precise independent fan speed operation.
- Power Cord Included - No need to match power cord type to unit size.
- 3-Speed Fan - Provide precise comfort control to your guests.
- Automatic Emergency Heat - Keep guests happy when outdoor temperatures drop below heat pump operational ranges.





Distinctions Heat Pump (DHP) Models		DHP093	DHP123	DHP153	DHP094	DHP124
Voltage	V	208/230	208/230	208/230	265	265
COOLING						
Capacity	Btu/h	9,000/8,800	12,000/11,800	14,700/14,500	9,000	12,000
Amps	A	3.48/3.75	5.0/5.4	6.03/6.58	3.01	4.31
Watts	W	796/778	1,142/1,124	1,390/1,370	796	1,142
EER	BTU/W	11.4	10.5	10.6	11.3	10.5
Air Flow, Weights, & Dimensions						
CFM High Speed		431	387	374	388	380
CFM Low Speed		333	309	312	322	314
Vent Door CFM		61.1	62	62	61.1	62
Dehumidification	Pints/Hr	1.06	2.81	4.29	1.06	2.81
Net Weight	lbs	102.51	115.96	116.84	101.19	113.1
Ship Weight	lbs	112.88	125.44	126.54	111.99	126.76
Dimensions	WxHxD in.	42 x 16 x 21	42 x 16 x 21	42 x 16 x 21	42 x 16 x 21	42 x 16 x 21
REVERSE CYCLE						
Voltage	V	208/230	208/230	208/230	265	265
Capacity	Btu/h	8,100/7,900	10,800/10,500	13,500/13,200	8,100	10,800
Amps	A	3.04/3.28	4.3/4.6	5.38/5.82	3.1	4.3
Watts	W	700/680	990/963	1,237/1,209	719	989
COP	W/W	3.4	3.2	3.2	3.3	3.2

Distinctions Electric Heat (DCP) Models		DCP073	DCP093	DCP123	DCP153
Voltage	V	208/230	208/230	208/230	208/230
COOLING					
Capacity	Btu/h	7,200/7,000	9,200/9,000	12,000/11,800	14,700/14,500
Amps	A	2.45/2.60	3.54/3.83	4.9/5.3	6.03/6.58
Watts	W	550/535	814/796	1,121/1,102	1,390/1,370
EER	BTU/W	13.1	11.3	10.7	10.6
Air Flow, Weights, & Dimensions					
CFM (DRY) High Speed		334	436	384	376
CFM (DRY) Low Speed		237	341	311	315
Vent Door CFM		61.1	61.1	62	62
Dehumidification	Pints/Hr	0.63	1.18	2.75	4.55
Net Weight	lbs	101.63	98.1	108.69	113.1
Ship Weight	lbs	112.43	108.69	119.49	122.8
UPC Code					
Dimensions	WxHxD in.	42 x 16 x 21	42 x 16 x 21	42 x 16 x 21	42 x 16 x 21
REVERSE CYCLE					
Voltage	V	/	/	/	/
Capacity	Btu/h	/	/	/	/
Amps	A	/	/	/	/
Watts	W	/	/	/	/
COP	W/W	/	/	/	/

**SIMILAR
PROJECTS**



Childrens Healthcare of Atlanta
Scottish Rite Hospital
**Window Replacement
and Waterproofing**
Atlanta, GA

Replacement of all windows in a five story, fully occupied healthcare facility. Patient rooms were located along the exterior walls. Privacy laws required close coordination with the facility staff to shift patient occupancy locations in accordance with the project execution plan. Project required removing exterior masonry around windows, installing, waterproofing and water-tight testing of installation, and reinstalling masonry.

SNAPSHOT

CM-AT-RISK	\$3,500,000 2020
------------	---------------------

CLIENT REFERENCE
Children's Healthcare of Atlanta
Russ Ardillo (ret.)
404.695.7001

ARCHITECT REFERENCE
NA



RELEVANCE
Window replacement in occupied (healthcare) facility



The Emory Clinic
Building A Infrastructure and Floors 1-4

Atlanta, GA



Phased renovation, occupied and operational continually. HVAC and electrical system upgraded throughout. Existing interior masonry block walls replaced with steel studs. Previous additions had enclosed asbestos. Remediation was added to the project schedule. Renovations of FL 1-4, (24,000 SF ea), were constructed a half floor at a time while the other half remained fully operational. The phased approach required working in the available space while prepping MEP system continuation in the next space. Project required double ten-hour shifts four days a week, one ten-hour day and a ten-hour day on Saturday. Access on the third floor was limited and required removing an exterior window and using a skip pan and crane to remove demolition debris (6PM-1AM) and transport building material.

SNAPSHOT

128,000 SF	\$15,700,000
CM-AT-RISK	2013- 2016

CLIENT REFERENCE

Mike Mason
The Emory Clinic (retired)
m 404.291.0304

ARCHITECT REFERENCE

Kent Hetherwick, AIA, LEED BD+C
Principal, Architect
Smith Group
San Francisco, CA
p. 415.509.1523
kent.hetherwick@smithgroupjrr.com



RELEVANCE

Phased renovation in occupied building included HVAC system.



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.

Structor Group, Inc.

Company Name



Authorized Signature

Chief Operating Officer

Title

11/8/22

Date

VENDOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render Proposal non-responsive you must use this form, you must be enrolled in this program, and you must include your user ID #)

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 contracting with The City of Brunswick has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The City of Brunswick will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Brunswick, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by The City of Brunswick. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Brunswick at the time the subcontractor(s) is retained to perform such service.

402282

EEV Number

Structor Group Inc.

1/4/22

Authorized Officer or Agent (Contractor Name)

Date

Chief Operating Officer

Title of Authorized Officer or Agent

Michael Schilling

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF 4th of November

Notary Public

My Commission Expires: 7/8/22

Note: As of the effective date of O.C.G.A. 13-10-91 the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS)



REPRESENTATION AFFIDAVIT

(TO BE SUBMITTED)

This proposal is submitted to The City of Brunswick, Georgia Board of Commissioners (City) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and The City of Brunswick. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the City, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive Proposing is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: Structor Group Inc.

Authorized Person: Michael Schilling Signature 

(Print/Type)

Title: Chief Operating Officer Date: 11/4/22

Address: 2251 Corporate Plaza Parkway, SE, Suite 200, Smyrna, GA 30080

Telephone: 404.839.1844 Fax: none

Name and telephone number of person to whom inquiries should be directed:

Name: SAME

Address: _____

Title: _____ Telephone _____ Fax: _____
E-mail: _____

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		N
b	Embezzlement		N
c	Tax Evasion		N
d	Bribery		N
e	Extortion		N
f	Jury Tampering		N
g	Anti-Trust Violations		N
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		N
i	False/misleading advertising		N
j	Perjury		N
k	Conspiracy to commit any of the foregoing offenses		N

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		N
b	Consumer fraud/misrepresentation		N
c	Violations of securities laws (state and federal)		N
d	False/misleading advertising		N
e	Violation of local government ordinance		N

License Revocation:

	Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		N

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		N
b	Embezzlement		N
c	Tax Evasion		N
d	Bribery		N
e	Extortion		N
f	Jury Tampering		N
g	Anti-Trust Violations		N
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		N
i	False/misleading advertising		N
j	Perjury		N
k	Conspiracy to commit any of the foregoing offenses		N

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		N
b	Consumer fraud/misrepresentation		N
c	Violations of securities laws (state and federal)		N
d	False/misleading advertising		N
e	Violation of local government ordinance		N

License Revocation:

		Y	N
	Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		N

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

STATEMENT OF INSURANCE COVERAGE

This is to certify that Please see the attached sample. Once we are awarded the project we will have the information necessary for this form.

(Insurance Company)

of

(City/State)

(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

The City of Brunswick Georgia Board of Commissioners, Purchasing Agent, 601 Gloucester Street, City Hall, Brunswick, Georgia 31520.

It is further agreed that The City of Brunswick Board of Commissioners shall be named as an additional insured on the Contractors policy

1. Insured:
2. Project Name: **St. Marks Towers Window and HVAC Replacement**
3. Project Number:
4. Policy Numbers(s):

DATE:

(INSURANCE COMPANY)

ISSUED AT:

(AUTHORIZED REPRESENTATIVE)

ADDRESS:

NOTE: Please attach Certificate of Insurance form to this page

(Attach any endorsements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345	CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321 FAX (A/C, No): 404-633-1312 E-MAIL ADDRESS: certs@yatesins.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Structor Group, Inc. 2251 Corporate Plaza Parkway, SE Suite 200 Smyrna GA 30080	INSURER A: Amerisure Partners Insurance Company 11050	
	INSURER B: Amerisure Insurance Company 19488	
	INSURER C: Amerisure Mutual Insurance Company 23396	
	INSURER D:	
	INSURER E:	


COVERAGES **CERTIFICATE NUMBER: 926067967** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

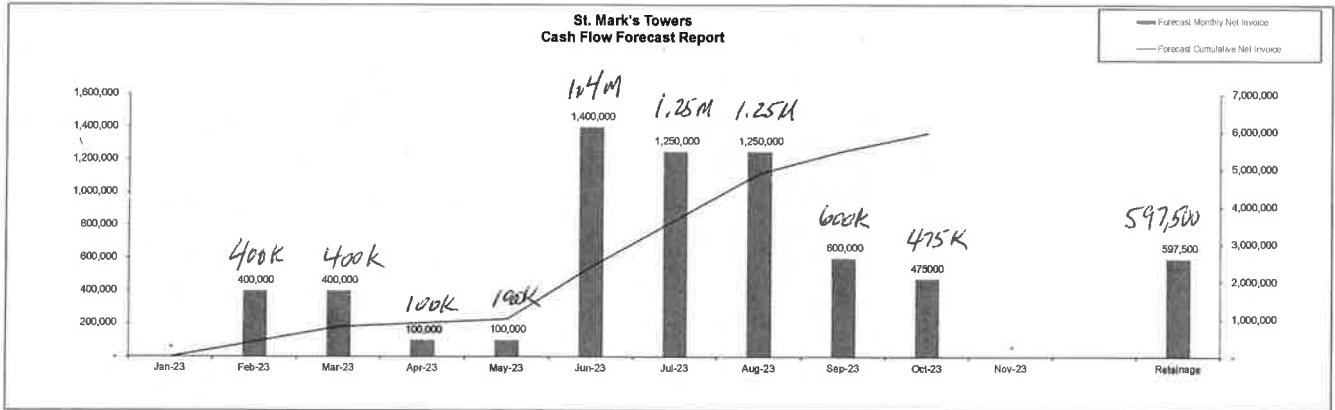
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP 21203280005	3/30/2022	3/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 21203270001	3/30/2022	3/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ -0-	Y	Y	CU 21203290002	3/30/2022	3/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC 21203300005	3/30/2022	3/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Builders Risk/Installation	Y	Y	CPP 21203280005	3/30/2022	3/30/2023	\$1,000 Ded \$900K/ per project

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Automobile Liability and Umbrella on a Primary and Non-Contributory basis; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability; Blanket Thirty (30) day notice of cancellation (10 days for nonpayment of premium) in regards to General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability.

FORMS:
See Attached...

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



		2013											
		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Retainage
	Forecast Monthly Net Invoice	-	400,000	400,000	100,000	100,000	1,400,000	1,250,000	1,250,000	600,000	475,000	-	597,500
	Forecast Cumulative Net Invoice	-	400,000	800,000	900,000	1,000,000	2,400,000	3,650,000	4,900,000	5,500,000	5,975,000	-	597,500
01	Sitework												
02	Concrete												
03	Masonry												
04	Metals												
05	Wood & Plastics												
06	Thermal & Moisture Protection												
07	Doors & Windows												
08	Finishes												
09	Specialties												
10	Equipment												
11	Conveying Systems												
12	Fire Protection												
13	Plumbing												
14	HVAC												
15	Geothermal												
16	Electrical												
17	General Conditions												
18	Project Requirements												
19	Sub Default Insurance												
20	Design Contingency												
21	Construction Contingency												
22	Licenses & Insurance												
23	Fee												
	Subtotal Cash Expenditure		5,975,000										597,500

* All costs are preliminary at this time.
 * Assumes construction release 12/31/22
 * Assuming 30-day billing terms, the cash expenditure will lag the work-in-place by one month.



**SUBJECT: MACON-TALMADGE INTERSECTION DRAINAGE IMPROVEMENTS
– CONSTRUCTION**

COMMISSION ACTION REQUESTED ON: February 1, 2023

PURPOSE:

Approval of a contract with Woodard Construction Company, Inc. for construction of the Macon-Talmadge Intersection Drainage Improvements project to improve storm drainage conditions at the intersection of Macon Avenue and Talmadge Avenue and the surrounding area.

HISTORY:

The area surrounding the intersection of Macon Avenue and Talmadge Avenue provides a link between Hwy 17 and the Urbana neighborhood. The area is a heavily used roadway with a mix of commercial and residential properties. The roadway elevation at the intersection is very low compared to the surrounding area. Additionally, the storm drainage outfalls are set at a low elevation and are not equipped with tide control devices. As a result, tidal flooding is a significant problem at this area. Along with the low topography, the drainage infrastructure in this area is severely undersized. These factors contribute to this area being frequently flooded during rainfall events as well as high tide events.

The City's Storm Water Master Plan was completed in February 2020. The plan evaluated several areas of town for storm water deficiencies. After identifying 15 drainage problem areas in the City, the plan prioritized these areas in order of importance for projected improvement. The prioritization was based on several factors including roadway or building flooding issues, undersized or lack of infrastructure, tide control, and maintenance issues. Following the identification and prioritization of the potential projects, the Macon-Talmadge Intersection project was listed as the #2 project in need of improvement.

FACTS AND ISSUES:

The storm water runoff in this area of the City is collected in storm drain inlets at the intersection and conveyed to the east, where it then discharges to the marsh. The inlets and the pipes at this intersection are severely undersized and cannot accommodate the amount of runoff from the surrounding developed areas. Additionally, the outfall elevation is very low compared to the adjacent marsh, and the outfalls are not equipped with any kind of tide control devices.

The intent of this project is to improve the storm drainage by increasing the number and size of the storm drain inlets and the size of the drainage pipes in order to more effectively remove the storm water runoff from the roadway. The new outfall will also be fitted with tide control valves to prevent the tide water from entering the storm pipes during periods of high tide. The project will also better convey the runoff along the roadside toward the inlets.

The project design phase included permitting tasks for the project. The Georgia DNR and US Army Corps of Engineers permits have been approved for the improvements to the storm drainage outfall. The GDOT right-of-way encroachment permit has also been approved for construction of the drainage improvements within the state right-of-way. It should be noted that GDOT plans to complete the resurfacing of US Highway 17 in the late spring of 2023.

Following completion of the project design and issuance of the necessary permits, the Department of Engineering and Public Works staff advertised the project for construction bids. No responses were received from the first advertisement of the project. One bid was received from the second advertisement. The bid was from Woodard Construction in the amount of \$3,682,879.20.

BUDGET INFORMATION:

This project will be partially funded by SPLOST VI – Storm Drainage. There is approximately \$1,450,000 remaining in the SPLOST VI budget. The remainder of the project (approx. \$2,230,000) will be funded from SPLOST 22 – Storm Drainage.

OPTIONS:

1. Authorize the Mayor to sign a contract with Woodard Construction Company in the amount of \$3,682,879.20 for construction of the Macon-Talmadge Drainage Improvements project.
2. Do not authorize the Mayor to sign a contract with Woodard Construction Company in the amount of \$3,682,879.20 for construction of the Macon-Talmadge Drainage Improvements project.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign a contract with Woodard Construction Company in the amount of \$3,682,879.20 for construction of the Macon-Talmadge Drainage Improvements project.

DEPARTMENT: Engineering

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign a contract with Woodard Construction Company in the amount of \$3,682,879.20 for construction of the Macon-Talmadge Drainage Improvements project.

Regina M. McDuffie
City Manager

1/24/23
Date

Macon-Talmadge Drainage Improvements Project

Bid Tabulation - Summary of Quantities

Macon-Talmadge Drainage Improvements - Base Bid					
Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
Miscellaneous					
1	Mobilization	1	LS	150,000.00	150,000.00
2	Traffic Control	1	LS	400,000.00	400,000.00
3	Grading Complete	1	LS	450,000.00	450,000.00
Subtotal - Misc. Items					\$1,000,000.00
Erosion and Sedimentation Control					
1	Temporary Construction Exit	2	EA	8,500.00	17,000.00
2	Permanent Grassing & Mulch	0.13	AC	32,000.00	4,160.00
3	Filtrexx 8 inch Grososx	200	SY	750.00	150,000.00
4	Oyster Bag Channel Protection	97	SY	300.00	29,100.00
5	Inlet protection	12	EA	850.00	10,200.00
6	Rock Check Dam	1	EA	14,500.00	14,500.00
7	Haybale Check Dam	18	EA	500.00	9,000.00
8	Silt Fence - Sensitive	247	LF	15.00	3,705.00
9	Silt Fence - Non Sensitive	413	LF	12.00	4,956.00
Subtotal - Erosion Control					\$242,621.00
Storm Drainage					
1	Double Concrete Headwall, 1001B	1	EA	85,000.00	85,000.00
2	Storm Drain Pipe - RCP, 15 Inch, H 1-10	74	LF	225.00	16,650.00
3	Storm Drain Pipe - RCP, 18 Inch, H 1-10	8	LF	250.00	2,000.00
4	Storm Drain Pipe - RCP, 24 Inch, H 1-10	77	LF	275.00	21,175.00
5	Storm Drain Pipe - RCP, 30 Inch, H 1-10	1,072	LF	750.00	804,000.00
6	Drop Inlet, GP 1, 1019 Type A	4	EA	7,500.00	30,000.00
7	Double Drop Inlet, GP 1, 1019 Type A	1	EA	35,000.00	35,000.00
8	Double Drop Inlet, GP 1, 1019 Type E	3	EA	35,000.00	105,000.00
9	Drop Inlet, GP 1, 1019 Type E	2	EA	8,500.00	17,000.00
10	Double Storm Sewer Manhole, 1011A	2	EA	35,000.00	70,000.00
11	42 Inch Tideflex Check Valve, 35-1 with Hardware	2	EA	62,000.00	124,000.00
12	Connect to Existing Storm Sewer	1	EA	10,000.00	10,000.00
Subtotal - Storm Drainage					\$

1,319,825.00

Roadway						
1	Recycled Asphalt Concrete 19mm Superpave GP1 or 2, Incl. Bitum. Matl. and H Lime (330 LBS/SY)	55	TN	575.00	31,625.00	
2	Recycled Asphalt Concrete 12.5mm Superpave GP1 or 2, Incl. Bitum. Matl. and H Lime (220 LBS/SY)	56	TN	575.00	32,200.00	
3	Recycled Asphalt Concrete 12.5mm Superpave GP1 or 2, Incl. Bitum. Matl. and H Lime (275 LBS/SY)	46	TN	575.00	26,450.00	
4	Graded Aggregate Base 6-inch Incl. Matl.	278	TN	100.00	27,800.00	
5	Tack Coat	168	GAL	15.00	840.00	
6	Concrete Driveway 6-inch	87	SY	85.00	7,395.00	
7	Concrete Curb and Gutter 24-inch	448	LF	55.00	24,640.00	
8	Thermoplastic Striping, Match Existing	1	LS	12,000.00	12,000.00	
Subtotal - Roadway						\$164,630.00
BASE BID SUBTOTAL						2,727,076.00
Contingency (10%)						\$272,707.60
BASE BID TOTAL						\$ -
						2,999,783.60

Macon-Talmadge Drainage Improvements Project

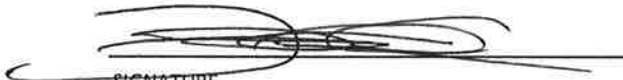
Bid Tabulation - Summary of Quantities

Macon-Talmadge Drainage Improvements - Bid Alternate					
Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
Erosion and Sedimentation Control					
1	Temporary Construction Exit	2	EA	8,500.00	17,000.00
2	Permanent Grassing & Mulch	0.47	AC	32,000.00	15,040.00
3	Inlet protection	14	EA	850.00	11,900.00
4	Silt Fence - Non Sensitive	1936	LF	12.00	23,232.00
Subtotal - Erosion Control					\$67,172.00
Storm Drainage					
1	Storm Drain Pipe - RCP, 15 Inch, H 1-10	601	LF	225.00	135,225.00
2	Storm Drain Pipe - RCP, 18 Inch, H 1-10	275	LF	250.00	68,750.00
3	Storm Drain Pipe - RCP, 24 Inch, H 1-10	251	LF	275.00	69,025.00
4	Flared End Section, 15 in., Storm drain	3	EA	3000.00	9,000.00
5	Flared End Section, 18 in., Storm drain	1	EA	3500.00	3,500.00
6	Drop Inlet, GP 1, 1019 Type A	12	EA	7500.00	90,000.00
7	Storm Sewer Manhole, 1011A	1	EA	9500.00	9500.00
8	Connect to Existing Storm Sewer	3	EA	5000.00	15,000.00
Subtotal - Storm Drainage					\$400,000.00
Roadway					
1	Recycled Asphalt Concrete 12.5mm Superpave GP1 or 2, Incl. Bitum. Matl. and H Lime (220 LBS/SY)	35	TN	675.00	23,625.00
2	Graded Aggregate Base 6-inch Incl. Matl.	71	TN	100.00	7,100.00
3	Tack Coat	22	GAL	15.00	330.00
4	Concrete Driveway, 6-inch	307	SY	85.00	26,095.00
5	Concrete Sidewalk, 4-inch	27	SF	72.00	1,944.00
6	Concrete Curb and Gutter 24-inch	476	LF	55.00	26,180.00
7	Thermoplastic Striping, Match Existing	1	LS	10,000.00	10,000.00
Subtotal - Roadway					\$95,274.00

Water & Sewer Improvements					
1	4-inch PVC Gravity Sewer	31	LF	250.00	7,750.00
2	10-inch PVC Gravity Sewer	31	LF	300.00	9,300.00
3	Sewer Testing	1	LS	2,500.00	2,500.00
4	Connection to Existing Sewer Manhole	2	EA	4,500.00	9,000.00
5	Drop Manhole, Standard JWSC	2	EA	15,000.00	30,000.00
Subtotal - Water & Sewer					\$58,550.00
BID ALTERNATE SUBTOTAL					\$620,996.00
Contingency (10%)					\$62,099.60
BID ALTERNATE TOTAL					\$683,095.60

Macon-Talmadge Drainage Improvements Project
Bid Tabulation - Summary of Quantities

Macon-Talmadge Drainage	
BASE BID TOTAL	2,999,783.60
BID ALTERNATE TOTAL	683,095.60
TOTAL PROJECT BID	3,682,879.20


SIGNATURE

1-10-23
DATE

WOODARD CONST. CO.

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2023, by and between the City of Brunswick, Georgia, hereinafter called "OWNER" and Woodard Construction Company, Inc., 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 MACON-TALMADGE DRAINAGE IMPROVEMENTS PROJECT 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 preparation, demolition 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 **180 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 \$1,000 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 three million, six hundred eighty-two thousand, eight hundred seventy-nine and 20/100 dollars (\$3,682,879.20) or as shown in the Bid Form (00480).

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

- 00100 Advertisement for Bids
- 00200 Instructions to Bidders
- 00450 Bid Bond
- 00480 Bid Form
- 00500 Agreement
- 00600 Performance Bond
- 00610 Payment Bond
- 00615 E-Verify and Oath
- 00620 Certificate of City of Brunswick's Attorney
- 00700 General Conditions
- 01600 Special 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.

(Signatures on Following Page)

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