



# City Council Meeting

Holly Springs Public Safety Building, Council Chambers  
3235 Holly Springs Pkwy. Holly Springs, GA 30115  
Thursday, March 19, 2026 | 6:30 PM

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**Ryan P. Shirley, Mayor**

Michael Roy Zenchuk II, Mayor Pro Tem, Ward 3

Kyle Whitaker, Ward 1 | Dee Phillips, Ward 2 | Kevin Moore, Ward 4 | Jeff Wilbur, Ward 5

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## AGENDA

### I. CALL TO ORDER

### II. PLEDGE OF ALLEGIANCE

*"Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007."*

### III. INVOCATION

### IV. PRESENTATIONS

- A. Employee Service Recognition - One Year of Service  
Elliott Robinson
- B. Recognition of Promotion  
Chief Building Official Elliott Robinson

### V. PUBLIC COMMENTS

### VI. OLD BUSINESS

### VII. CONSENT AGENDA

- A. February 19, 2026 City Council Meeting Minutes.
- B. March 2, 2026 City Council Meeting Minutes.

### VIII. NEW BUSINESS

- A. Supplemental Agreement for Professional Architectural/Engineering (A/E) Support Services for Construction Administration and Project Closeout - City Hall at Holly Springs Town Center, Georgia between CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C. (P.C) dba CPL and the City of Holly Springs, Georgia, in an amount not to exceed \$425,157.50.

- B. Time extension request from Summit Construction & Development for the Holly Springs Parkway Widening Project, Phase III, RFB #2024-02.
- C. Change Order B6:H8B7:H8BB8:H11 from Summit Construction & Development for the installation of a Monroe Commercial Grade Fence on the Parking Lot Retaining Wall in an amount not to exceed \$22,214 and to ratify the City Manager's signature.
- D. Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit "A".
- E. Resolution to accept donated items from Cobb Industrial, Inc.
- F. Lighting Services Agreement for Project #LP130169 between the City of Holly Springs, Georgia and Georgia Power for lighting in the parking lot area of City Hall and the Kenneth N. Ball Municipal Building.

**IX. REPORTS**

**X. ADJOURNMENT**

**XI. EXECUTIVE SESSION**

- A. Real Estate

**City of Holly Springs  
City Council Meeting Minutes  
February 19, 2026  
6:30 PM**

**Elected Officials Present:** Mayor Pro Tem Michael Zenchuk II, Councilwoman Dee Phillips, Councilman Kyle Whitaker, and Councilman Jeff Wilbur.

**Elected Officials Not Present:** Mayor Ryan Shirley, and Councilman Kevin Moore

**Staff Present:** Alicia Argo with the City Attorney’s Office, City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Community Development Director Nancy Moon, Community Development Technician MaryBeth Latham, Community Development Coordinator Tracey Chambers, Finance Director Denise Lamazares, Accountant Dana McKinzie Information Technology Manager Tyler Gragg, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Captain Casey Barton, Detective Annie Maryska, Sergeant Travis Wood, Sergeant Scott Staber, Officer Kendall Hightower, Officer Kyle Hazlett, Officer Carson Warner, Officer Eric Bastress, Court Administrator Donna Sanders, and Senior Court Clerk Kaitlyn Smykun.

**I. CALL TO ORDER**

Mayor Pro Tem Zenchuk called the February 19, 2026 City Council Meeting to order.

**II. PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Zenchuk led the Pledge of Allegiance.

**III. INVOCATION**

Councilwoman Phillips gave the invocation.

**IV. PRESENTATIONS**

- A. Employee Awards
  - 2025 Employee of the Year - MaryBeth Latham
  - 2025 Officer of the Year - Det. Annie Maryska
  - 2025 Distinguished Service Award - Kaitlyn Smykun
  - 2025 Bob Fuller Leadership Award - Councilman Kyle Whitaker

**V. PUBLIC COMMENTS**

None.

## **VI. CONSENT AGENDA**

- A. February 2, 2026 City Council Meeting Minutes.  
Councilwoman Phillips made a motion to approve the consent agenda.  
Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0,  
Abstained 0.

## **VII. OLD BUSINESS**

None.

## **VIII. NEW BUSINESS**

- A. Resolution opposing the Substitute to House Bill 1029 (aka LC 47 3957S) before the General Assembly and to ratify the signatures of the Mayor and City Council.

Councilman Wilbur made a motion to approve Item A. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- B. Resolution temporarily suspending acceptance and consideration of certain annexation requests pursuant to Paragraph 5(d) of Resolution 2022-R-090 (Growth Boundary Agreement) and to ratify the signatures of the Mayor and City Council.

Councilman Wilbur made a motion to approve Item B. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- C. Proposal WM-273459 between DH Pace Company, Inc. and the City of Holly Springs to replace the front doors at the Kenneth N. Ball Public Safety Complex, 3235 Holly Springs Parkway, Holly Springs, Georgia, in an amount not to exceed \$11,987.

Councilwoman Phillips made a motion to approve Item C. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- D. Proposal between Molnar Jordan & Associates, Inc. and the City of Holly Springs to provide Mechanical, Electrical, and Plumbing (MEP) Construction Administration for the Holly Springs Amphitheater project.

Councilwoman Phillips made a motion to approve Item D. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- E. Scope of Work Agreement between Cindy Miller Communications and the City of Holly Springs, and ratify the city manager's signature.

Councilman Wilbur made a motion to approve Item E. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- F. Proposal 069541 between Solutionz Inc. and the City of Holly Springs, Georgia, to provide the Division 27 Written Specification for the new City Hall, in an amount not to exceed \$18,000.

Councilwoman Phillips made a motion to approve Item F. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- G. Bond Release for Performance Bond #SU1200345 in Harmony on the Lakes Southside Village Phase 1.

Councilman Whitaker made a motion to approve Item G. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

## **IX. REPORTS**

City Manager Robert H. Logan announced that the contract with Gilbane Building Company to construct the new City Hall was signed today.

## **X. ADJOURNMENT**

Councilman Wilbur made a motion to adjourn the meeting and move into executive session for the purpose of Litigation. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

Respectfully submitted.

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Ryan P. Shirley, Mayor

Attest:

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Karen Norred, City Clerk  
(Seal)

**City of Holly Springs  
City Council Meeting Minutes  
March 2, 2026  
6:30 PM**

**Elected Officials Present:** Mayor Ryan Shirley, Mayor Pro Tem Michael Zenchuk II, Councilman Kyle Whitaker, and Councilman Kevin Moore.

**Elected Officials Not Present:** Councilwoman Dee Phillips, and Councilman Jeff Wilbur.

**Staff Present:** Alicia Argo with the City Attorney’s Office, City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Community Development Director Nancy Moon, Public Works Director Alex Gray, Finance Director Denise Lamazares, Information Technology Manager Tyler Gragg, Deputy Chief Greg Clyburn, Lt. J. Burns, and Nicole Traina.

**I. CALL TO ORDER**

Mayor Shirley called the March 2, 2026 City Council Meeting to order.

**II. PLEDGE OF ALLEGIANCE**

Mayor Shirley led the Pledge of Allegiance.

**III. INVOCATION**

Mayor Pro Tem Zenchuk gave the invocation.

**IV. PRESENTATIONS**

A. Employee Service Recognition - One Year of Service  
Alex Gray  
Nicole Traina

B. Town Center Landscaping - Walton Communities  
Barry Teague

**V. PUBLIC COMMENTS**

None.

**VI. CONSENT AGENDA**

None. Mayor Pro Tem Zenchuk II made a motion to approve the consent agenda. Councilman Whitaker seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

## **VII. OLD BUSINESS**

None.

## **VIII. NEW BUSINESS**

- A. MA-01-2026, applicant, First Baptist Church of Woodstock, requests rezoning of 4.71 +/- acres located off of Hickory Road, tax parcel 051A of tax plat 15N26 from GC, General Commercial, to GC, General Commercial and MXD, Mixed Use Overlay with staff stipulations.

Councilman Whitaker made a motion to approve Item A. Mayor Pro Tem Zenchuk II seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- B. Georgia Department of Transportation (GDOT) Application and Permit for Automated License Plate Reader (ALPR), the Letter of Concurrence, and the Indemnification and Hold Harmless Agreement allowing the City of Holly Springs to operate FLOCK cameras on GDOT roadways, and authorize Chief Keheley to sign the documents on behalf of the City.

Mayor Pro Tem Zenchuk II made a motion to approve Item B. Councilman Moore seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- C. Memorandum of Understanding (MOU) between High Intensity Drug Trafficking Area - HIDTA License Plate Reader Integration Project and the City of Holly Springs, Georgia and authorize Chief Keheley to sign the MOU on behalf of the City.

Mayor Pro Tem Zenchuk II made a motion to approve Item C. Councilman Moore seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

## **IX. REPORTS**

- A. Monthly Departmental Reports

## **X. ADJOURNMENT**

Mayor Pro Tem Zenchuk II made a motion to adjourn the meeting. Councilman Moore seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

Respectfully submitted.

Attest:

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Ryan P. Shirley, Mayor

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Karen Norred, City Clerk  
(Seal)

# ITEM REPORT

**AGENDA ITEM NUMBER: VIII.A.**



**FROM:** Robert H. Logan, City Manager

**MEETING DATE:** March 19, 2026

**AGENDA ITEM:** Supplemental Agreement for Professional Architectural/Engineering (A/E) Support Services for Construction Administration and Project Closeout - City Hall at Holly Springs Town Center, Georgia between CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C. (P.C) dba CPL and the City of Holly Springs, Georgia, in an amount not to exceed \$425,157.50.

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## **EXECUTIVE SUMMARY:**

Attached is CPL's supplemental agreement for additional support services for Construction Administration & Project Closeout — City Hall at Holly Springs Town Center, Georgia as per the Holly Springs City Hall RFQ #2025-02, issued for solicitation of responses on 4/30/2025, with a Guaranteed Maximum Price (GMP) construction budget of \$19,151,809.

## **IS THIS A BUDGETED ITEM?**

Yes

## **FUNDING SOURCE:**

Bond Revenue

## **FISCAL IMPACT:**

\$425,157.50

## **ATTACHMENTS:**

1. 260224\_Holly Springs City Hall CA Services - CPL Proposal Rev2 binder CPL signed

## **RECOMMENDATION:**

The staff recommendation is approval of the CPL Architecture, Engineering and Planning Supplemental Agreement for Construction Administration and Project Closeout for the City Hall at Holly Springs Town Center, Georgia project.

**CONCURRENCES:**

Finance and Administration  
City Attorney



February 24, 2026

Robert H. Logan, CPA, CGMA  
City Manager  
City of Holly Springs, P.O. Box 990  
Holly Springs, GA 30142

Via Email: [rlogan@hollyspringsga.us](mailto:rlogan@hollyspringsga.us)  
770-721-7501 o | 770-825-3494 c

Re: Supplemental Agreement for Professional AE Support Services for Construction Administration and Project Closeout - City Hall at Holly Springs Town Center, Georgia

Dear Rob,

CPL Architecture, Engineering, and Planning is pleased to continue to provide professional Architectural/Engineering support services with the goal of completing a successful City Hall project for the City of Holly Springs. Per Holly Spring’s request, we are submitting a Supplemental Agreement for Additional Support Services for CA & Project Closeout.

The purpose of these modifications is to increase CPL’s agreement by the amount of additional services indicated in the section below. CA Fees are based on CPL administering CA scope for the construction indicated in Holly Springs City Hall GMP Deliverable Revision 1, published by Gilbane Building Company on February 5, 2026, with a GMP construction budget of \$19,151,809.00.

**Supplemental Agreement Services: “Exhibit A”**

<b>Basic Services Construction Administration (CA)</b>	<b>\$ 394,062.50</b>
<b>Basic Services Project Closeout</b>	<b>\$ 31,095.00</b>
<b>Reimbursable Allowance (CA &amp; Project Closeout)</b>	<b>\$ 3,700.00</b>

- Time & Tasks required to provide **Construction Administrative** and **Project Closeout** AE support services during the Construction Phase.

**SCOPE OF BASIC SERVICES**

CPL will work directly with Mr. Rob Logan, City Manager, City of Holly Springs, and other City Staff (Client), for the purpose of construction administration and project closeout of the above- referenced project. Specific Scope of Basic Services shall be as follows:

**A. Basic Services CA Scope of Work to include:**

1. Architectural/Structural Engineering coordination with Owner and CmaR during construction activities; RFI’s, ASI’s, general CA administration.
2. Attend two (2) OAC Meetings per month, held on the 2<sup>nd</sup> and 4<sup>th</sup> weeks of each month during construction, for a total of thirty-four (34) OAC Meetings.
3. Regular (1/month) site-visits to become familiar with the general progress and quality of the Work; (2/month) site-visits during critical activities; all site-visits and pre-cover-up reviews shall be concurrent with regularly scheduled on-site OAC meetings.



4. Provide field reports following site visits to document on-site observations.
5. Review Shop Drawing Submittals.
6. Review Change Order Proposals.
7. Review Pay Applications.
8. Review CMAr's daily/weekly/monthly reports and provide comment(s) if necessary.
9. Punchlist prior to Substantial Completion.
10. Final Completion walk-thru for Punchlist completion verification.
11. Additional interior design CA services as indicated in "Exhibit A".
12. These services are based on a seventeen (17) month maximum duration schedule.
13. Please refer to the attached "Exhibit A" CPL Task Worksheet.

**B. Basic Services Project Closeout Scope of Work to include:**

1. Project Closeout administration.
2. Review of O&M Manuals.
3. Review of CMAr provided PDF as-builts.
4. Prepare CPL digital as-built (Revit/CAD) files (based on CMAr as-built records).
5. Additional interior design Project Closeout services as indicated in "Exhibit A".
6. These services are based on a two (2) month maximum duration schedule.
7. Please refer to the attached "Exhibit A" CPL Task Worksheet.

**C. Qualifications for Basic Services:**

1. Architectural and Structural Engineering Professional Services for this agreement shall be performed under the State of Georgia's common law Standard of Care following reasonable industry standards.
2. CPL shall provide design intent only for the drawings and specifications; it is the sole responsibility of the CMAr Contractor to provide all means and methods of construction.
3. CPL will invoice monthly for CPL's CA services performed each month; the percent complete of CPL's CA services may not match, and may exceed, the CMAr's percent complete of construction due to shop drawing reviews, or other CA tasks required early in the construction schedule.
4. CPL's Basic Services for CA and Project Closeout are limited to the scope and durations indicated above; services performed beyond the scope and durations indicated shall be provided and invoiced as an Additional Service.
5. The CMAr Contractor shall manage and lead OAC Meetings, providing meeting agendas, logs, minutes, and other necessary documentation. CPL will attend OAC meetings with the Owner, review the CMAr's meeting documents, and provide written comments as necessary.
6. Site visits to the job site shall occur simultaneously with OAC meetings, with site-walks reviewing the general construction progress, including Pay App reviews, occurring either directly before or after OAC meetings.
7. Shop drawing reviews shall be limited to (1) initial review and (1) re-review, where required, per industry standard.
8. Substitution requests shall be reviewed per Section 01 6300. Products specified with "Approved Equals", "Pre-Approved Equals", or "Comparable Products Listed" that



deviate from the specified "Basis of Design", or products indicated in the Construction Documents that are no longer available from the manufacturer, shall be reviewed per Item 7 above. All other substitution requests shall be considered re-design and shall be reviewed as an Additional Service.

9. CPL's Punchlist review by the Architects and Structural Engineers shall occur after the CMAr has completed their Punchlist and has forwarded it to CPL for review.
10. Civil, MEP&FP Engineering CA services from the existing Engineers of Record are excluded from CPL's CA and Project Closeout services; these shall be procured separately by the Client.

**D. Additional Services (Not Included in Basic Services):**

1. Owner or CMAr requested changes resulting in re-design, revisions, and/or modifications to previously approved design, and/or previously completed scope of work, CMAr errors and/or omissions, and/or changes required due to Owner's or CMAr's failure to render decisions in a timely manner (per reasonable industry standards).
2. Architectural and Structural Engineering Professional Services requested by the Owner or CMAr that exceed the State of Georgia's common law Standard of Care and/or reasonable industry standards.
3. Interior Design and FF&E Services beyond those indicated above, and beyond those in the previously approved agreement dated September 12, 2023, approved by the City of Holly Springs on September 25, 2023.
4. Value Engineering and/or cost estimating services beyond those indicated in separate supplemental services agreement(s).
5. Efforts required for post-permit Zoning, Code and/or AHJ changes.
6. Construction Testing, Special Inspections, Commissioning, and LEED Certification.
7. Architectural and Structural Engineering Professional Services requested by the Owner or CMAr that exceed the Basic Services scope and durations indicated above.

**SCHEDULE**

The anticipated scope duration is indicated below, which is consistent with the effort anticipated to provide a quality work product.

- AE support services are based on an estimated seventeen (17) month maximum schedule duration for Construction Administration, and a two (2) month maximum schedule duration for Project Closeout.
- Actual construction schedule durations are the responsibility of the CMAr; the estimated schedule durations indicated above may vary and can be revised under the terms and conditions of this supplemental agreement.

**COMPENSATION**

Compensation for the Scope of Basic Services shall be as listed in "Exhibit A", attached hereto. Additional Services shall be invoiced monthly on a "time & materials" basis.



**TERMS AND CONDITIONS:**

This Supplemental Agreement shall be a continuation of the Terms and Conditions set forth in the original agreement dated January 11, 2004, approved by the City of Holly Springs on February 5, 2024.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between the City of Holly Springs and CPL with respect to the work to be performed by CPL for the benefit of the City of Holly Springs and may only be modified in writing signed by both parties.

If this supplemental agreement satisfactorily sets forth your understanding of the arrangement, please sign one copy in the space provided below and return it for our records and our Notice to Proceed. This supplemental agreement will be open for acceptance for thirty (30) days from the date of the letter.

Please do not hesitate to contact us if you have any questions or require any additional information. We are passionate about this project and look forward to working with you.

Sincerely,

**The CPL Team**

Cheryl Graeub, RID, NCIDQ, LEED AP, WELL AP  
Principal

Timothy Pulver, AIA, ID, NCARB, LEED AP  
Senior Principal - Architect of Record

**Client Approval**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name, Title, Date

Attachments: "Exhibit A" – Holly Springs City Hall CA & Project Closeout –  
CPL Task Worksheet, dated 2/24/2026

cc: Karen Norred, City of Holly Springs  
Rachel Nilson, CPL  
Scott Hughes, CPL  
Lori Brothers, CPL  
File

**EXHIBIT "A" - Holly Springs City Hall CA & Project Closeout -  
CPL Task Worksheet**

Rev Date: 2/24/2026

TASK DESCRIPTION - CA	TASK DURATION (WKS)	CPL STAFF / ROLE ON TASK	STAFF RATE/HR	TASK HRS/WK	TASK HRS	TASK FEE
CA Principal Management	73.0	Cheryl Graeub - PIC	\$335.00	1.0	73.00	\$24,455.00
CA Project Management & Coordination	73.0	Tim Pulver - Sr. Principal AoR	\$335.00	3.0	219.00	\$73,365.00
CA Sr. PM Architect	73.0	Scott Hughes - Sr PM Architect	\$225.00	1.0	73.00	\$16,425.00
CA In-House General Admin (Shop Dwgs, RFI's, ASI's, CO's, Revit, etc.)	73.0	Mike Brock - Project Arch	\$170.00	2.0	146.00	\$24,820.00
	73.0	Chris Forest - Project Arch	\$170.00	10.0	730.00	\$124,100.00
	73.0	Lori Brothers - CA Admin	\$95.00	3.0	219.00	\$20,805.00
	73.0	Cheryl Graeub - Sr. Interior Designer	\$185.00	1.0	73.00	\$13,505.00
	73.0	Larry Werts - Principal Struct Eng	\$335.00	1.5	109.50	\$36,682.50
	73.0	Thierry Effa - Structural Design	\$150.00	1.5	109.50	\$16,425.00
CA OAC Meetings - ON SITE (Mtgs, Site Walk, Pay App Reviews, Admin.)	34.0	Tim Pulver - Sr. Principal AoR	\$335.00	2.0	68.00	\$22,780.00
CA OAC Meetings - VIRTUAL (Mtgs, Admin.)	17.0	Mike Brock - Project Arch	\$170.00	1.0	17.00	\$2,890.00
CA OAC Meetings - ON SITE (Mtgs, Site Walk, Pay App Reviews, Admin.)	17.0	Chris Forest - Project Arch	\$170.00	2.0	34.00	\$5,780.00
CA Site Visits (Install & Cover-Up Inspects, Eng. Inspects, Field Reports)	1.0	Cheryl Graeub - Sr. Interior Designer	\$185.00	4.0	4.00	\$740.00
	4.0	Brian Miller - Sr. Struct Eng	\$185.00	4.0	16.00	\$2,960.00
CA Punchlist & Final Review	2.0	Tim Pulver - Sr. Principal AoR	\$335.00	4.0	8.00	\$2,680.00
	1.0	Scott Hughes - Sr PM Architect	\$225.00	8.0	8.00	\$1,800.00
	2.0	Chris Forest - Project Arch	\$170.00	8.0	16.00	\$2,720.00
	1.0	Cheryl Graeub - Sr. Interior Designer	\$185.00	2.0	2.00	\$370.00
	2.0	Lori Brothers - CA Admin	\$95.00	4.0	8.00	\$760.00

**CPL CA FEE SUB-TOTAL** **\$394,062.50**

TASK DESCRIPTION - PROJECT CLOSEOUT	TASK DURATION (WEEK)	CPL STAFF / ROLE ON TASK	STAFF RATE/HR	TASK HRS/WEK	TASK HRS	TASK FEE
Project Closeout (O&M Reviews, As-Builts, Admin.)	9.0	Cheryl Graeub - PIC	\$335.00	0.5	4.50	\$1,507.50
	9.0	Tim Pulver - Sr. Principal AoR	\$335.00	2.0	18.00	\$6,030.00
	9.0	Scott Hughes - Sr PM Architect	\$225.00	0.5	4.50	\$1,012.50
	9.0	Mike Brock - Project Arch	\$170.00	2.0	18.00	\$3,060.00
	9.0	Chris Forest - Project Arch	\$170.00	8.0	72.00	\$12,240.00
	9.0	Lori Brothers - CA Admin	\$95.00	2.0	18.00	\$1,710.00
	9.0	Lindsey Perkins - Interior Designer	\$130.00	1.0	9.00	\$1,170.00
	9.0	Brian Miller - Sr. Struct Eng	\$185.00	1.0	9.00	\$1,665.00
	9.0	Thierry Effa - Structural Design	\$150.00	2.0	18.00	\$2,700.00

**CPL PROJECT CLOSEOUT FEE SUB-TOTAL** **\$31,095.00**

**CPL CA & PROJECT CLOSEOUT FEE TOTAL** **\$425,157.50**

# ITEM REPORT

**AGENDA ITEM NUMBER: VIII.B.**



**FROM:** Robert H. Logan, City Manager

**MEETING DATE:** March 19, 2026

**AGENDA ITEM:** Time extension request from Summit Construction & Development for the Holly Springs Parkway Widening Project, Phase III, RFB #2024-02.

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## **EXECUTIVE SUMMARY:**

On February 17, 2026, Summit Construction & Development submitted a request for a time extension on Holly Springs Parkway Widening Project, Phase III, RFB #2024-02 until November 30, 2026, due to delays associated with utility relocations.

## **IS THIS A BUDGETED ITEM?**

N/A

## **FUNDING SOURCE:**

N/A

## **FISCAL IMPACT:**

There is not fiscal impact as a result of this time extension.

## **ATTACHMENTS:**

1. Time Extension Holly Springs Pkwy Phase III
2. Summit Time Extension Response

## **RECOMMENDATION:**

The staff recommendation is approval of the time extension request.

## **CONCURRENCES:**

## Finance and Administration

ATTN:

BMK

JACOB HUGHES, PE | Senior Project Manager

O: 706.824.0514 | C: 678.522.5601

103 Mountain Brook Drive, Suite 112

Holly Springs, GA 30115

Project: Holly Springs Parkway Widening Phase III  
RFB# 2024-02

Re: Request for Contract Time Extension Due to Utility Relocations

Dear Mr. Hughes,

On behalf of **Summit Construction & Development LLC**, we acknowledge receipt of the Notice to Proceed dated September 9, 2024, directing commencement of work on or before September 19, 2024, with a contract duration of five hundred forty (540) consecutive calendar days and a current contract completion date of March 12, 2026.

While the presence of existing utilities within the project limits was known at the time of bid and contract execution, the duration required for coordination and relocation by the respective utility owners has exceeded the timeframes reasonably anticipated in the project schedule. The extended relocation activities have delayed access to critical work areas and directly impacted progress along the project's critical path despite our best efforts and schedule mitigation measures.

Summit Construction & Development LLC has made diligent efforts to minimize delay through resequencing operations, ongoing communication with utility providers, and allocation of construction resources. However, the prolonged duration of utility relocation beyond expected timeframes has resulted in unavoidable schedule impacts that are outside our control.

Based on the current project status of utility relocations and associated construction sequencing, Summit Construction & Development LLC respectfully requests a revision to the contract completion date to **November 30, 2026**. This proposed date reflects the additional time necessary to

complete the remaining work in an orderly and compliant manner once utility conflicts are fully resolved.

We remain committed to delivering this project safely, efficiently, and in accordance with contract requirements. Please advise if any additional information or formal documentation is required to facilitate approval of this time extension request.

Sincerely,

Isaac Amanfo  
Vice President of Construction  
Office: 770.413.0093  
Direct: 404.565.3575  
6991 Peachtree Industrial Blvd. Building 700  
Peachtree Corners Georgia 30092

[summitcd.us](http://summitcd.us)



February 23, 2026

Mr. Isaac Amanfo  
Summit Construction & Development  
6991 Peachtree Industrial Blvd Building 700  
Peachtree Corners, GA 30092

RE: Request for additional time  
Project: Holly Springs Parkway Widening PH III – RFB#2024-02

Dear Mr. Amonfo,

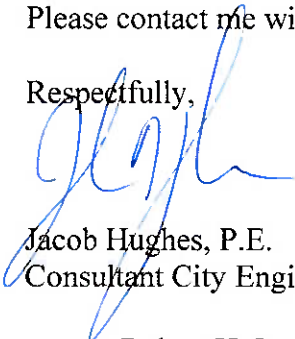
The City of Holly Springs has reviewed your February 17, 2026 request for a time extension. The request is conditionally approved, subject to final consideration and approval by the City Council at its March 19, 2026 meeting.

Our records further indicate that little or no on-site work was performed for approximately 150 days during the contract period. This prolonged period of inactivity is unacceptable and does not appear to be justified by the ongoing utility work, as portions of the contract scope could have been performed concurrently. The failure to adequately staff and progress the project during this time has materially contributed to schedule delays.

The City expressly reserves all rights and remedies available under the contract and applicable law, including but not limited to the assessment of liquidated damages, recovery of associated costs, and consideration of this performance history in future evaluations. Nothing herein shall be construed as a waiver of any contractual rights.

Please contact me with any questions regarding resubmittal.

Respectfully,

  
Jacob Hughes, P.E.  
Consultant City Engineer

cc: Robert H. Logan, City Manager  
Mitch Green, Project Manager  
Will Hughes, Project Engineer

103 Mountain Brook Drive, Suite 112, Canton, GA 30015

phone: 678.522.5601

# ITEM REPORT

**AGENDA ITEM NUMBER: VIII.C.**



**FROM:** Robert H. Logan, City Manager

**MEETING DATE:** March 19, 2026

**AGENDA ITEM:** Change Order B6:H8B7:H8BB8:H11 from Summit Construction & Development for the installation of a Monroe Commercial Grade Fence on the Parking Lot Retaining Wall in an amount not to exceed \$22,214 and to ratify the City Manager's signature.

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## **EXECUTIVE SUMMARY:**

The City of Holly Springs requested a change order for the installation of a 4' tall commercial grade galvanized steel, powder coated finish, maintenance-free, steel fence to be installed on the top of the parking lot retaining wall with 3/4" pickets. The funding for the fence will be paid from the contingency on this project.

## **IS THIS A BUDGETED ITEM?**

Yes

## **FUNDING SOURCE:**

SPLOST

## **FISCAL IMPACT:**

\$22,214 to be funded from the contingency.

## **ATTACHMENTS:**

1. Summit Change Order 1

## **RECOMMENDATION:**

The staff recommendation is approval of the change order.

**CONCURRENCES:**

Finance and Administration



# STATESMAN

*Ornamental Steel Fence*

GALVANIZED STEEL

POWDER COAT FINISH

FULLY ASSEMBLED

RACKABLE DESIGN

10 YEAR LIMITED WARRANTY

MULTIPLE STYLE OPTIONS

MAINTENANCE FREE



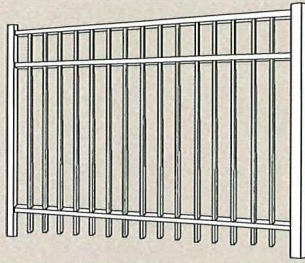
Statesman Ornamental Steel fence systems from Merchants Metals provide the perfect balance of strength, beauty and versatility for homeowners and businesses looking for an attractive, high quality, low maintenance fence solution.

Every Statesman section is factory assembled by highly trained craftsmen. The process begins with pre-galvanized steel, which creates a powerful layer of protective coating to discourage rust. The added protection of a galvanized steel base material allows us to back the Statesman product line with a 10 year warranty.

Once assembled, the panels are then sent through a 10 stage powder coating process which produces a superior, long lasting powder coat finish.

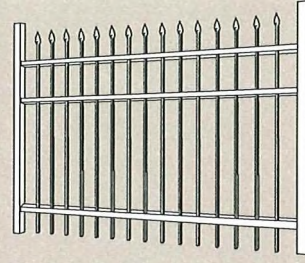
- Galvanized Steel Components
- Fully Assembled Panels
- 10 Year Limited Warranty
- Durable Polyester Powder Coat Finish
- Available in 2, 3 and 4 Rail Styles
- Residential and Commercial Applications
- Panels 94", 95" on center post setting
- Easily Accommodates Changes in Elevation

**Monroe**



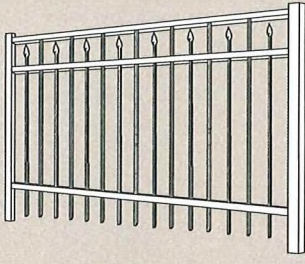
**Monroe**  
 A clean and simple design with no pickets above the top rail.  
 Available in 2 or 3 rail, 4', 5', 6', 7', & 8' heights.

**Lafayette**



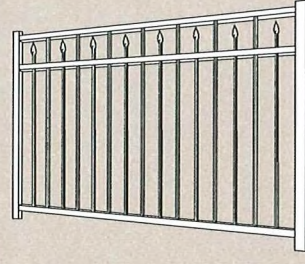
**Lafayette**  
 A secure and elegant design with pressed point pickets.  
 Available in 2 or 3 rail, 4', 5', 6', 7', & 8' heights.

**Coronet**



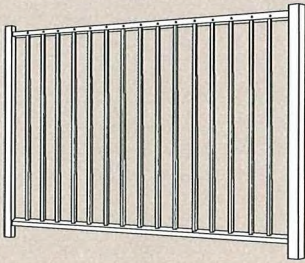
**Coronet**  
 A clean and simple design with no pickets above the top rail.  
 Available in 3-rail, 4', 5', 6', 7', & 8' heights.

**Coronet Modified**



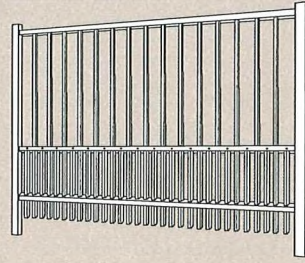
**Coronet Modified**  
 Flat top panel with alternating pressed point pickets and flush bottom.  
 Available in 3-rail, 4', 5', 6', 7', & 8' heights.

**Tempo**



**Tempo**  
 Security meets simplicity, featuring a flat top and flush bottom.  
 Available in 2 or 3 rail, 4', 5', 6', 7', & 8' heights.

**Puppy Picket**



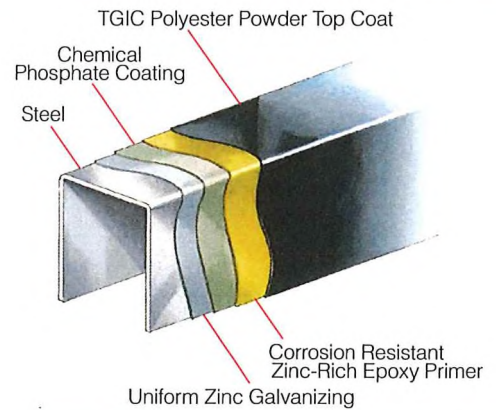
**Puppy Picket**  
 The perfect solution to keep small pets safely contained in your yard with a flat top panel style.  
 Available in 3 or 4 rail, 4', 5' & 6' heights.

**Specifications**

	Residential	Commercial
Picket Size	5/8" square 18 gauge	3/4" square 16 gauge
Gauge Width	14 gauge	14 gauge
Panel Width	94 inch	94 inch

**ADVANCED POWDER COATING PROCESS**

All Statesman panels receive Merchants Metals' industry leading 10 stage powder coating process. The first five stages are dedicated to a thorough cleaning, removing any impurities that could potentially mar the finish. After cleaning, the panels are coated with a corrosion resistant zinc rich epoxy primer and a polyester powder top coat, ensuring that each Statesman system will be highly resistant to the effects of the elements.

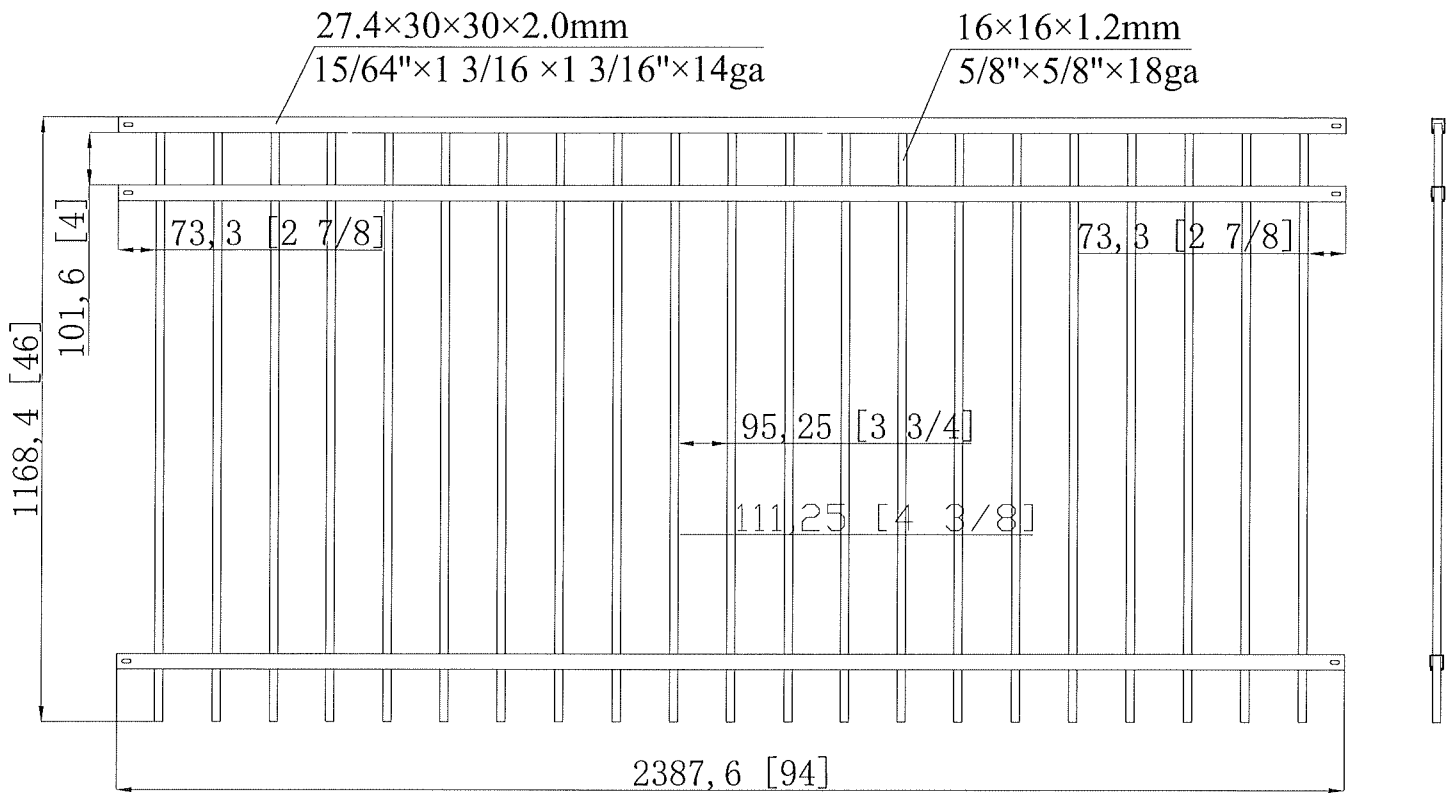


7303 E. Golden Given • Tacoma, WA 98404  
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 www.MerchantsMetals.com

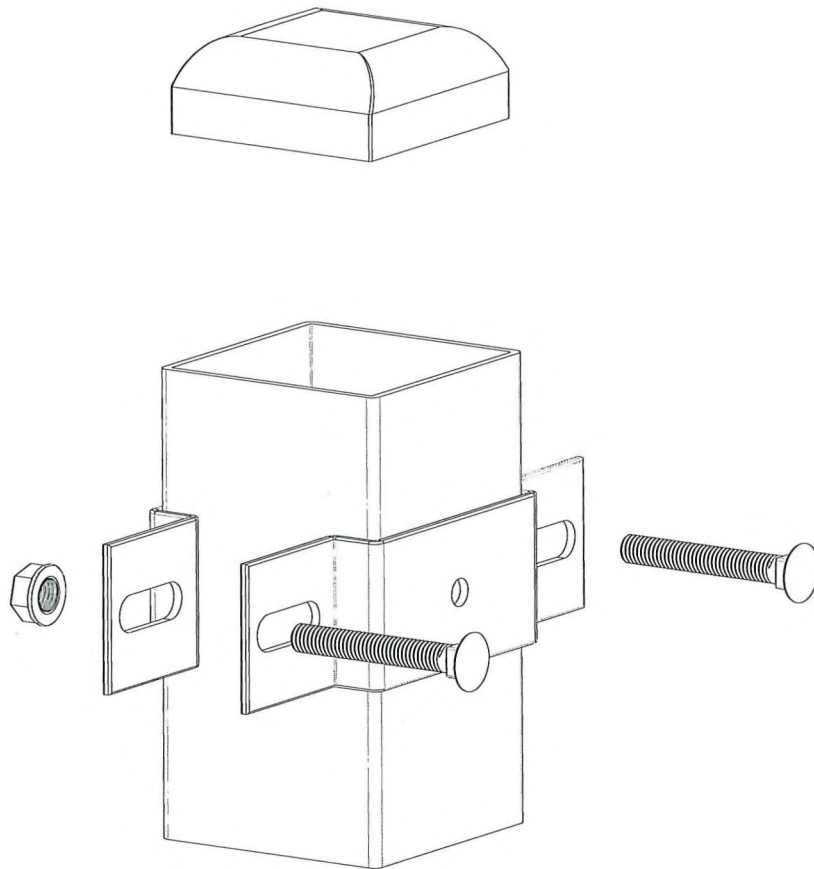
**Merchants Metals®**  
*the first name in fence solutions*

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58300046 SM PN R18 3R MO 46X94W BK (flat top/extended bottom)



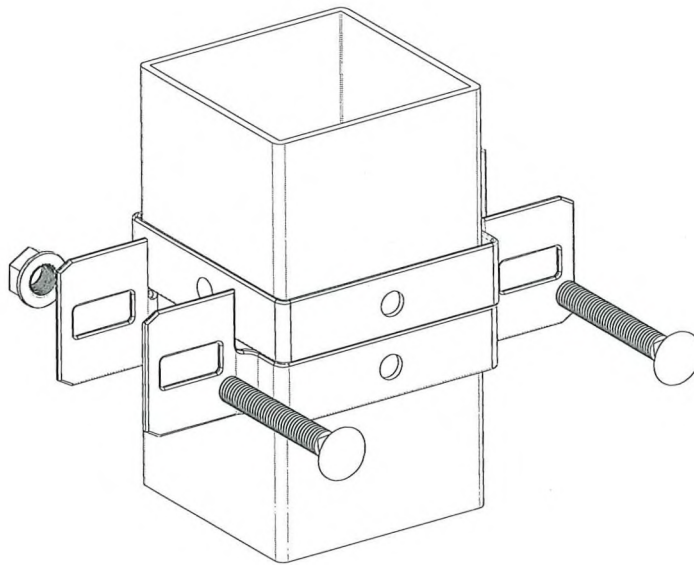
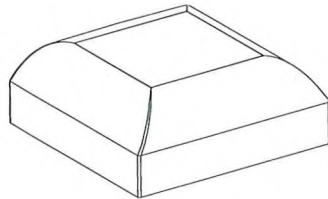
# LINE BRACKET



58380363:ATI COMM LINE BRKT 2-1/2" (3/BG)

58201643:SM LINE BKT 2" BK BAG (3/BG)

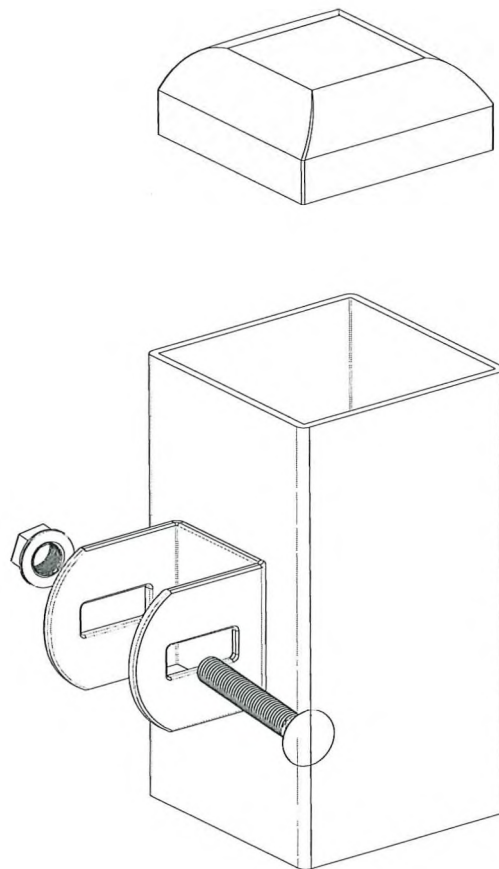
# UNIVERSAL BRACKET



58380364:ATI COMM UNIVERSAL BRKT 2-1/2" (3/BG)

58201609:SM UNIV BKT BK BAG (6/BG)

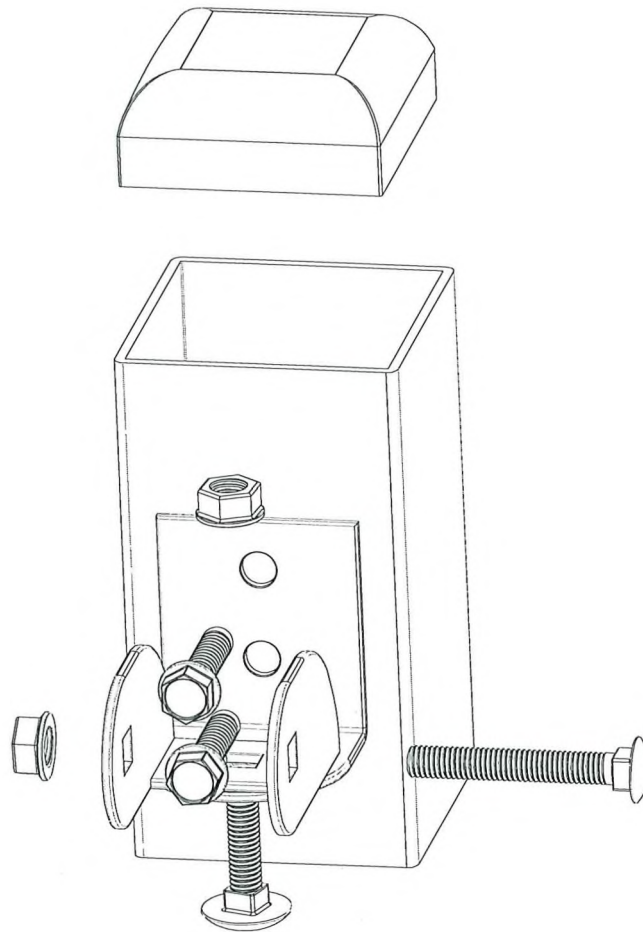
# FLUSH/WALL BRACKET



58380366:ATI COMM FLAT MNT BRKT 2-1/2 (3/BG)

58403469:R ALD SM FLAT BKT 2" BK 6/BG

# SWIVEL BRACKET



58380365:ATI COMM SWIVEL BRKT 2-1/2" (3/BG)

58403468:R ALD SM SWIV BKT 2" BK 6/BG

# ITEM REPORT

**AGENDA ITEM NUMBER: VIII.D.**



**FROM:**

**MEETING DATE:** March 19, 2026

**AGENDA ITEM:** Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit "A".

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**EXECUTIVE SUMMARY:**

Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit "A".

**IS THIS A BUDGETED ITEM?**

N/A

**FUNDING SOURCE:**

N/A

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. RES Surplus Property

**RECOMMENDATION:**

The staff recommendation is approval of the resolution.

**CONCURRENCES:**

Police Chief

Public Works Director

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE OR DISPOSAL**

**WHEREAS**, it has been determined that the City has no further use of these certain items; and

**WHEREAS**, the City Council may determine that these items are surplus property; and

**WHEREAS**, the fair market value, if any, is determined for the surplus property and its disposal will be for the common benefit; and,

**WHEREAS**, the City Manager or his designee will oversee the sale or disposal of this item; and,

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the Mayor and City Council of the City of Holly Springs hereby approve the surplus and authorize the sale or disposal of the items described in attached Exhibit "A".

This Resolution is adopted on this 19<sup>th</sup> day of March 2026.

CITY OF HOLLY SPRINGS

\_\_\_\_\_  
Ryan P. Shirley, Mayor

Attest:

\_\_\_\_\_  
Karen Norred, City Clerk  
(Seal)

## Exhibit "A"

Year	Make	Model	VIN #/Serial #
2015	Dodge	Charger	2C3CDXAT8FH928960
2007	New Holland	TC40A Tractor	N844-C-400
2005	Bush Hog	295	12-00385 / 71507

# ITEM REPORT

**AGENDA ITEM NUMBER: VIII.E.**



**FROM:** Robert H. Logan, City Manager

**MEETING DATE:** March 19, 2026

**AGENDA ITEM:** Resolution to accept donated items from Cobb Industrial, Inc.

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## **EXECUTIVE SUMMARY:**

Cobb Industrial, Inc. has generously offered to donate the items below to the City of Holly Springs to assist in supporting community programs and operations.

<b>Item</b>	<b>Model Number</b>	<b>Serial Number</b>
DJI Matrice 4TD Drone	DJI Matrice 4TD Drone	1581F8HGX254900A07
Drone Battery # 1	BPX230-6768-22.14	87UPNAGCA10046
Drone Battery #2	BPX230-6768-22.14	87UPNAHCA100CC
Drone Battery # 3	BPX230-6768-22.14	87UPNAHCA100BL
Drone Battery # 4	BPX230-6768-22.14	87UPNAHCA100CK
Battery Charging Dock	CHX230-240	178902
Drone Spot Light	DJI AL1	8Q4CP1A00A2AHT
Drone Speaker	DJI AS1	8V2CNAS00A1JQP
Drone Remote	TKPL2	9N9CN2J0012EA8
Drone Remote Battery	WB37 INTELLIGENT BATTERY	ODNAN9L83402F3

## **IS THIS A BUDGETED ITEM?**

N/A

## **FUNDING SOURCE:**

N/A

## **FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. RES Accept Donation

**RECOMMENDATION:**

The staff recommendation is approval of the resolution.

**CONCURRENCES:**

City Manager

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA TO ACCEPT DONATED ITEMS FROM COBB INDUSTRIAL, INC.**

WHEREAS, City of Holly Springs is committed to serving the community through programs, services, and initiatives that support the well-being of its residents; and

WHEREAS, Cobb Industrial, Inc. has generously offered to donate certain items to City of Holly Springs to assist in supporting community programs and operations; and

WHEREAS, the donated items are described as follows:

<u>Item</u>	<u>Model Number</u>	<u>Serial Number</u>
DJI Matrice 4TD Drone	DJI Matrice 4TD Drone	1581F8HGX254900A07
Drone Battery # 1	BPX230-6768-22.14	87UPNAGCA10046
Drone Battery #2	BPX230-6768-22.14	87UPNAHCA100CC
Drone Battery # 3	BPX230-6768-22.14	87UPNAHCA100BL
Drone Battery # 4	BPX230-6768-22.14	87UPNAHCA100CK
Battery Charging Dock	CHX230-240	178902
Drone Spot Light	DJI AL1	8Q4CP1A00A2AHT
Drone Speaker	DJI AS1	8V2CNAS00A1JQP
Drone Remote	TKPL2	9N9CN2J0012EA8
Drone Remote Battery	WB37 INTELLIGENT BATTERY	ODNAN9L83402F3

WHEREAS, the total estimated value of the donated items is \$17,000 and

WHEREAS, the Mayor and City Council of the City of Holly Springs find that accepting this donation is in the best interest of the organization and the community it serves.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Holly Springs that the donation of the above-listed items from Cobb Industrial, Inc. is hereby accepted with gratitude; and

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to take any necessary actions to receive and utilize the donated items for the benefit of the City of Holly Springs and its programs.

So resolved, this 19<sup>th</sup> day of March, 2026.

CITY OF HOLLY SPRINGS

\_\_\_\_\_  
Ryan P. Shirley, Mayor

Attest:

\_\_\_\_\_  
Karen Norred, City Clerk  
(Seal)

# ITEM REPORT

**AGENDA ITEM NUMBER: VIII.F.**



**FROM:** Robert H. Logan, City Manager

**MEETING DATE:** March 19, 2026

**AGENDA ITEM:** Lighting Services Agreement for Project #LP130169 between the City of Holly Springs, Georgia and Georgia Power for lighting in the parking lot area of City Hall and the Kenneth N. Ball Municipal Building.

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## **EXECUTIVE SUMMARY:**

The City of Holly Springs has requested the installation of twelve (12) 4000K 75 Watt LED post-top fixtures on 12-foot-tall aluminum gray direct buried poles, the removal of three (3) existing poles, and the installation of one thousand two hundred linear feet (1,200 LF) of underground cable, trench and bore in the parking lot area of City Hall and the Kenneth N. Ball Municipal Building.

## **IS THIS A BUDGETED ITEM?**

Yes

## **FUNDING SOURCE:**

SPLOST  
General Fund

## **FISCAL IMPACT:**

Construction prepayment of \$57,500 and monthly costs of \$413.40.

## **ATTACHMENTS:**

1. Georgia Power Lighting Services Agreement LP130169

## **RECOMMENDATION:**

The staff recommendation is approval of the agreement between the City of Holly Springs and Georgia Power.

**CONCURRENCES:**

Finance and Administration

# Lighting Services Agreement



Project # LP130169

Customer Legal Name City of Holly Springs DBA \_\_\_\_\_  
 Service Address 3237 Holly Springs Pkwy Holly Springs GA 30115 County Cherokee County  
 Mailing Address PO Box 990 Holly Springs GA 30142  
 Email rlogan@hollyspringsga.us Tel # 770-345-5536 Alt Tel # \_\_\_\_\_  
 Tax ID# \_\_\_\_\_ Business Description Gov't Streetscape  
 Existing Customer Yes  No  If Yes (and if possible), does customer want the Service added to an existing account? Yes  No  If Yes, which Account Number? \_\_\_\_\_

Selected Components				
Action	Qty	Wattage	Type	Description
INS	12	80	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$366.60	\$46.80	\$413.40

Term (Months)	1
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\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

**Project Notes:**  
 INSTALLING (12) 4000K 75W LED POST TOPS FIXTURES ON 12FT MH ALUMINUM GRAY DIRECT BUIRED POLES. REMOVING (3) EXISTING POLES AMD INSTALLING (1200FT) OF UNDERGROUND CABLE TRENCH/BORE

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.  
 Customer also agrees to allow removal of existing lights. Yes  N/A

Type	Customer	Tariff	Content
NESC	Gov	EOL	N/A

Pre-Payment (\$)	\$57,500.00
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Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

### Customer Authorization

### Georgia Power Authorization

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Print Title \_\_\_\_\_  
 Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Print Name Brandon Jenkins  
 Print Title \_\_\_\_\_  
 Date \_\_\_\_\_

## TERMS and CONDITIONS (*Lighting Services – Governmental*)

1. **Agreement Scope.** These Terms and Conditions incorporate by reference the terms set forth in the attached transaction overview (the "Transaction Overview"), which collectively constitute the Lighting Services Agreement (the "Agreement"). The Agreement establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and, if applicable, related electric service (collectively, the "Service") to Customer at the Service Address (the "Premises"). GPC may at any time and from time to time, install, update, modify, or replace any GPC-owned pole, bases, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, the "GPC Assets") for any reason related to the Service or the GPC Assets. GPC and Customer are each a "Party," and, collectively, the "Parties." The Parties may exchange counterparts of the Agreement as a scanned image (e.g., pdf or tiff file extension) as an attachment to email, an electronic or scanned signature is an original signature for all purposes.
2. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer by GPC and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, will always remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon a Customer Default or Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
3. **Term and Termination.** The initial Term of the Agreement, as stated in the Transaction Terms section, is calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the Miscellaneous section below) at least 30 calendar days before the desired termination date. The initial term and any renewal term or terms are collectively, the "Term."
4. **Payment.** GPC will invoice Customer in accordance with this Section 4 and the Transaction Overview, subject to any change in the electric service charge approved by the Georgia Public Service Commission. Customer acknowledges that the Monthly Cost set forth in the Transaction Overview may vary from month to month due to changes in the number of days in a billing month and modifications to the Georgia Public Service Commission-approved tariffs or regulatory charges. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer will pay to GPC an amount equal to the lesser of 1.5% per month of such unpaid sum or the maximum amount permitted by applicable law to defray the expenses incurred by GPC in handling and processing the delinquent payment (the "Late Charge"). The Late Charge will be (i) computed from the occurrence of Customer's payment Default until the earlier of the date upon which all delinquent payments are paid in full, and (ii) added to the Service Cost portion of the Monthly Cost, as described in the Transaction Overview. The terms and conditions of this Section 4 will not be construed as an agreement or privilege to extend the date of payments or the Monthly Cost, nor as a waiver of any other right or remedy accruing to GPC by reason of the occurrence of any payment Default by Customer. GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer will be required to pay all costs associated with Customer initiated changes to the Service after the effective date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives, the right and license to enter the Premises at any time and from time to time to perform any activity related to the Service, including the right to (i) access the Premises with vehicles and other tools or equipment, to survey, dig, and excavate for the sole purpose of installing and connecting the GPC Assets, or to provide, suspend, or disconnect Service, (ii) remove and disconnect pre-existing equipment where necessary or convenient for the Service, (iii) inspect, maintain, test, replace, repair, and remove GPC Assets, (iv) provide electric energy in relation to the Service where GPC deems necessary, and (v) conduct any other activities reasonably related to the Service, including surveying, digging and excavation with tools, mechanized equipment, and other machinery (activity items (i) – (v) collectively, the "GPC Activity"). Customer represents and warrants that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service. Customer is solely responsible for the safety and security of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises. Customer agrees that GPC has no obligation to ensure the safety or security of the Premises and that, except to the extent determined to have been caused by GPC's gross negligence or willful misconduct, GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third-party that occurs at the Premises.
6. **Installation.** Customer acknowledges that providing the Service may require the installation of GPC Assets. Customer represents that (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation, and (ii) if applicable and required for proper Installation, the Premises' property lines will be clearly marked before Installation of GPC Assets.
  - A. **Customer Work.** If GPC permits Customer, either directly or through a third-party, to carry out any part of the activities for the GPC Assets at the Premises (including trenching), Customer warrants that the work will meet GPC's installation specifications, which GPC will provide to Customer upon request and are incorporated by this reference. Customer must provide GPC with at least 10 calendar days' prior written notice of its schedule for Customer Work, to allow GPC to plan its installation work accordingly. Customer is responsible for all additional costs resulting from Customer's non-compliance with GPC's specifications, failing to inform GPC in advance that installation and connection of GPC Assets can begin. If the Customer Work impacts the performance or schedule of the Service performed by GPC, Customer is fully responsible for all resulting costs, expenses, losses, or damages arising directly or indirectly from such impact, including but not limited to additional labor, materials, equipment, or administrative expenses.
  - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage/fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences any GPC Activity, Customer is responsible for all damages and any damages arising from or related to any such delay.
  - C. **Unforeseen Condition.** The charges shown in the Transaction Overview include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition encountered during the GPC Activity ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse GPC for all costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or arising from an Unforeseen Condition or circumstance outside GPC's control. Customer is responsible for addressing any Unforeseen Conditions by either entering into a Change Order with GPC or contracting with a third party. Provided the Unforeseen Condition is not caused by GPC, GPC is entitled to adjustments in both the contract time and the contract sum.

7. **GPC Asset Protection and Damage.** During the term of this Agreement, if Customer intends to perform any work or digging near the GPC Assets, Customer (or any person or entity working on behalf of Customer) must (i) provide notices and submit locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law, (ii) coordinate with UPC and all utility facility owners or operators as required by the Dig Law, and (iii) comply with the High-voltage Safety Act (O C G A §§46-3-30 -- 46-3-40). Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by Customer or any person or entity working on behalf of Customer, other than GPC or a GPC contractor, agent, or representative.
8. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, unless Customer is in Default, GPC will restore Service at no cost to Customer. Customer is responsible for providing any necessary or desired interim standalone lighting not attached or connected to any GPC Assets, until GPC can restore Service. No restoration timeline can or will be guaranteed, and any estimated timeline provided by GPC is subject to change in GPC's sole discretion. Customer must notify GPC of any outage by either calling 1-888-660-5890 or visiting <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
9. **Pole Attachments.** This Agreement does not grant Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to a GPC Asset, Customer must first obtain GPC's written consent, which may be withheld, conditioned, or delayed in GPC's sole discretion, and will be evidenced through a separate work authorization. Customer must contact GPC in writing at 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308, to request consent.
10. **Disclaimer; Limitation of Liability.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability, or noninfringement) regarding the Service, GPC Assets, any GPC Activity, or otherwise. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not comply with IESNA guidelines. With respect to the portion of the Service relating to the Service Cost (but not the Regulated Cost), GPC warrants that it has the appropriate technical skills necessary to provide the Service and will perform the Service in a workmanlike manner and in accordance with applicable industry standards. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, GPC will re-perform or repair any work that does not conform with the foregoing warranty. **To the fullest extent permitted by law, each Party waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Service, GPC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable, and whether arising in tort, contract, or under any other theory of liability. Additionally, to the extent GPC is liable under this Agreement, and except to the extent determined to have been caused by GPC's gross negligence or willful misconduct, GPC's liability under this Agreement, whether arising in tort, contract, or under any other theory of liability, is expressly limited to the annual recurring service fees (excluding any pre-payment amount) paid by Customer for the year of Service during which GPC's liability arose.**
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O C G A § 13-10-91, and this is a contract for physical performance of services in Georgia. Compliance with O C G A § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O C G A § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O C G A § 13-10-91.
13. **Default.** Customer is in "Default" if (i) Customer does not pay any amount to GPC, which remains unpaid 45 calendar days after the bill date; (ii) terminates this Agreement without proper written notice and prior to the end of the then current term of this Agreement; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent Default will not waive any other Default. If a Default occurs, GPC may select one or more of the following remedies: (a) immediately terminate this Agreement; (b) remove any GPC Asset and anything attached or affixed to any GPC Asset from the Premises (including, without limitation, disconnect electric lighting service or removing Equipment) and to assess a reconnection charge; (c) without terminating this Agreement or removing any GPC Asset from the Premises, suspend or discontinue providing all or any portion of the Service to the Customer at the Premises (including, without limitation, disconnecting electric lighting service or removing Equipment) and to assess a reconnection charge; and (d) seek any available remedy provided under this Agreement or by law, including, the right to require a deposit, increase the amount of an existing deposit, or collect any past due amount, late payment charge, or amount due for the Service during the remaining term of the Agreement.
14. **Miscellaneous.** This Agreement, as amended or modified in writing by both parties from time to time, contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity, and merges with and supersedes all prior discussions, proposals, representations, or agreements regarding this Agreement. GPC may modify the terms of this Agreement to comply with any regulatory changes during the term of this Agreement, or as otherwise required by law, by providing 30 calendar days' prior written notice to Customer of such modification, which will become effective on the date specified in the notice provided to Customer ("Modification Effective Date"). Continued performance under, or failure to object to the Agreement prior to the Modification Effective Date, will constitute acceptance of the Agreement as amended or modified. If Customer does not agree with the amended or modified terms of the Agreement, Customer must provide written notice of objection before the Modification Effective Date, or the amendments and modifications will be deemed accepted and binding. GPC's address for notice is 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308; Customer's address for notice is as stated in the Transaction Overview. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective. The Sections titled Disclaimer, Limitation of Liability, Safety, Indemnity, Risk Allocation, and Miscellaneous will survive the expiration or termination of this Agreement. Additionally, the provisions of this Agreement will remain in effect to the extent necessary: (i) to provide for final billings and adjustments related to the period before termination with respect to the service provided to Customer before the date on which termination of this Agreement is effective; and (ii) payment of any money due and owing any party pursuant to this Agreement, in each case in accordance with the provisions of this Agreement.