



City of Holly Springs

Date: Wednesday, April 15, 2020
Location: Teleconferencing via Zoom

Downtown Development Authority Meeting Agenda 6:30 p.m.

Please note that due to ongoing efforts to encourage social distancing in response to the COVID-19 pandemic, this meeting will be conducted virtually using Zoom. This platform will allow for the public and media to attend the meeting from the safety of their homes.

At his discretion, Chairman Kevin Moore may read comments from the public aloud during the meeting. If you would like to submit a comment to Chairman Moore, please do so no later than Wednesday, April 15, 2020 at 12:00 p.m. to admin@hollyspringsga.us. Please be sure to include your name and address along with your comment.

Ways to Attend

- **TO JOIN VIA COMPUTER, TABLET, OR SMARTPHONE:**

<https://zoom.us/j/560941012>

- **TO JOIN VIA TELEPHONE**

Dial US: +1 312 626 6799 OR +1 646 558 8656 OR +1 253 215 8782 OR +1 301 715
8592 OR +1 346 248 7799 OR +1 669 900 9128

(For higher quality, dial a number based on your current location)

Webinar ID: 560 941 012

I. CALL TO ORDER

II. ROLL CALL

III. ELECTION OF OFFICERS

Election of Vice Chairman

Election of Treasurer

IV. PUBLIC COMMENT

V. TREASURER'S REPORT – February & March 2020

VI. NEW BUSINESS

1. Approve/deny the February 26, 2020 meeting minutes
2. Approve/deny a contract for Detention Pond Wall B-1 among North Georgia Foundations, Inc., the Downtown Development Authority of Holly Springs, and the City of Holly Springs, Georgia, in an amount not to exceed \$361,790.84 and authorize the Chairman to execute the contract
Presented By: Robert H. Logan, City Manager
3. Approve/deny awarding the clearing, grinding, and hauling project for the Master Detention Pond B-1 to Southeast Grinding, Inc. in an amount not to exceed \$30,000
Presented By: Robert H. Logan, City Manager
4. Approve/deny awarding the erosion control project for the Master Detention Pond B-1 to The Erosion Company (TEC) in an amount not to exceed \$12,270
Presented By: Robert H. Logan, City Manager
5. Approve/deny awarding the grading and site work project for the Master Detention Pond B-1 to Weaver Grading in an amount not to exceed \$63,998.68
Presented By: Robert H. Logan, City Manager
6. Approve/deny awarding the stormwater infrastructure project for the Master Detention Pond B-1 to Weaver Grading in an amount not to exceed \$99,998.48
Presented By: Robert H. Logan, City Manager

VII. REPORTS

VIII. ADJOURNMENT

Holly Springs Downtown Development Authority

Treasurer's Report

February 2020

Opening Balance: \$ 83,839.89

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total \$ -

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 83,839.89

Plus Certificate of Deposit \$ 35,971.74

Total Funds \$ 119,811.63

Holly Springs Downtown Development Authority

Treasurer's Report

March 2020

Opening Balance: \$ 83,839.89

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total \$ -

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 83,839.89

Plus Certificate of Deposit \$ 35,971.74

Total Funds \$ 119,811.63

Holly Springs Downtown Development Authority
Meeting Minutes
February 26, 2020

Members Present: Joe Brywczynski, Ollie Evans, Secretary Jimmy Long, Phyllis Long, Chairman Kevin Moore.

Members Absent: Tim Downing and Councilman Kyle Whitaker.

Staff Present: Community Development Director Nancy Moon, Deputy Chief Tommy Keheley, Main Street Director/Assistant City Clerk Erin Honea.

Chairman Moore called the meeting to order at approximately 6:30 p.m.

Roll Call – Tim Downing and Councilman Kyle Whitaker absent.

Secretary Long made a motion to amend the agenda to include Item No. 4, approve/deny the amendment to Intergovernmental Agreement with the City of Holly Springs and deed to transfer property to the Downtown Development Authority. Phyllis Long seconded the motion. Motion carried 5-0.

Special Presentation

Jennifer Nilsson from Clementine Creative presented the Holly Springs Town Center Branding Launch Preview.

Treasurer's Report

Chairman Moore presented the Treasurer's Report for December 2019 and January 2020.

Joe Brywczynski made a motion to approve the December 2019 and January 2020 financial reports. Phyllis Long seconded the motion. Motion carried 5-0.

New Business

Phyllis Long made a motion to approve the December 18, 2019 meeting minutes. Ollie Evans seconded the motion. Motion carried 5-0.

Joe Brywczynski made a motion to approve Proposal No. P19120 (Revised) for preliminary subsurface exploration and geotechnical engineering for the Town Center Parking Deck among Oasis Consulting Services, Holly Springs Downtown Development Authority and the City of Holly Springs. Phyllis Long seconded the motion. Motion carried 5-0.

Ollie Evans made a motion to approve a donation for sponsorship of 2020 City of Holly Springs special events in the amount of \$1,500. Phyllis Long seconded the motion. Motion carried 5-0.

Chairman Moore made a motion to approve the amendment to Intergovernmental Agreement with the City of Holly Springs and deed to transfer property to the Downtown Development Authority. Secretary Long seconded the motion. Motion carried 5-0.

Phyllis Long made a motion to adjourn. Joe Brywczyński seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Kevin Moore, Chairman

Date

Attest:

Erin Honea, Assistant City Clerk

DETENTION POND WALL B1 CONTRACT

Holly Springs Town Center
Holly Springs, GA

This agreement (hereinafter "**Contract**") made this 4th day of March, 2020, between **Holly Springs Downtown Development Authority**, together with the **City of Holly Springs**, (hereinafter collectively referred to as "**Owner**"), and **North Georgia Foundations, Inc.** (hereinafter referred to as "**Contractor**"), and relating to work to be performed in the construction of **Holly Springs Town Center** in the City of Holly Springs, Cherokee County, Georgia, as more particularly described in Exhibit "J" attached hereto and incorporated herein by reference thereto (hereinafter referred to as "**Project**"). The Engineer for the Project is **Fairbanks Engineering Company, LLC** (hereinafter referred to as "**Engineer**"). This work is to be administrated by **Stonecrest Homes GA, LLC** (hereinafter referred to as "**Construction Manager**"). The terms Owner and Construction Manager include their authorized representatives.

WITNESSETH

1. Definitions.

1.1. The Contract Documents. The "Contract Documents" consist of this Construction Contract, plans, specifications and documents as set forth on Exhibit "A", which plans and specifications are incorporated herein by reference and all other items as reflected in Exhibit "B". If the plans and specifications set forth on Exhibit "A" are preliminary plans and specifications, the final plans and specifications shall be consistent with the preliminary plans and specifications, and notwithstanding anything to the contrary in this Contract, the Stipulated Sum shall not be increased as a result of any changes in or further refinements to the plans and specifications unless the final plans and specifications include additional Work requested by Owner (and not contemplated by or inferable from the preliminary plans and specifications) and Owner has signed a Change Order in connection therewith. Once the final plans and specifications have been completed by Owner, they shall be substituted for those plans and specifications set forth on Exhibit "A" attached hereto.

1.2. The Work. The "**Work**" is comprised the installation of **Detention Pond Wall B-1** and all improvements as outlined in the Contract Documents, Exhibit "B", as well as other services contemplated by the Contract Documents and includes all labor and coordination necessary to produce such construction or perform such services and all materials and equipment incorporated or to be incorporated in such construction or required to perform such services. Work not expressly covered by the Contract Documents will nevertheless be furnished by the Contractor if it is reasonably inferable therefrom as being necessary to produce the intended results. The Owner reserves the right to implement changes in the scope of the Work as defined in the Contract documents and by this Contract, which may add to or reduce the cost of certain portions of that Work. If changes are made, a change order shall be completed and signed by Owner and Contractor incorporating the addition or reduction as an extension of this Contract.

1.3. Contractor's Work. Contractor agrees to furnish all labor, material, supplies and equipment, and all services necessary to complete the Work, and shall perform the Work in strict accordance with the terms hereof. The Work is to be done under the direction of the Contractor or its designee and shall be approved by the Owner and Construction Manager before Contractor shall be entitled to any payment hereunder.

1.4 The Work shall commence on March 30, 2020 (the "Commencement Date"). In the event that the Commencement Date is delayed due to no fault of the Contractor, then the schedule for the Work shall be extended one day for each day that the Commencement Date is delayed.

2. Contractor's Responsibilities.

2.1. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract. The Contractor shall personally superintend the work or have a competent superintendent, full time, on the job with authority to act for the Contractor. The project manager and superintendent shall be approved by the Owner, and shall not be removed prior to completion of the Work, unless by personal accident, emergency, or by approval of the Owner.

2.2. Unless otherwise specifically noted in the Contract Documents, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, supplies, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.

2.3. The Contractor shall, at all times, enforce strict discipline and good order among its employees, and subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

2.4. The Contractor warrants to Owner that all materials, supplies and equipment incorporated into the Work will be new and of good quality, unless otherwise specified in the Contract Documents, and that all Work will be of good quality and performed in a workmanlike manner, free from construction faults and defects and in conformance with the Contract Documents. Owner may consider all Work not conforming to these standards to be defective.

2.5. All rights, title and interest in and to the plans, specifications and drawings shall belong solely to Owner; provided, however, Contractor may keep copies for its internal records. No Contractor, Engineer, Architect or any subcontractor, sub-subcontractor or material supplier shall use any of the plans, specifications or drawings on any other projects.

2.6. The Contractor shall pay at its own expense all sales, consumer, remodel, use and other similar taxes required by law and licenses necessary for the execution of the Work.

2.7. It is the Contractor's responsibility to become familiar with the permit and inspection requirements specified by the various governmental agencies having jurisdiction over the Work. Furthermore the Contractor shall give all notices required by law and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work, including but not limited to all applicable codes. The Contractor shall notify Owner if the Contract Documents are at variance therewith. Contractor agrees that it shall be solely liable for any failure to properly obtain any license or properly give any notice (including, without limitation, any notice required to be given by Owner) and for any failure to satisfy all requirements of any such permit, license or notice. If Owner has obtained a permit or license or has given a notice, and the Owner assigns such permit, license or notice to Contractor, the Contractor agrees to accept such assignment and to be solely responsible for all requirements of such permit, license or notice from the date of such assignment.

2.8 The Contractor shall be responsible for the acts and omissions of all of its employees, all subcontractors, all sub-subcontractors and all suppliers and their agents and employees, and all other persons performing any of the Work for or under a contract with the Contractor, directly or indirectly. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, or any other association between Contractor and Owner other than the contractual relationship described herein.

2.9 The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish from and about the Project, as well as provide adequate and safe storage for its tools, construction equipment, machinery and surplus materials. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials and shall leave the Project "broom clean" unless otherwise specified in the Contract Documents.

2.10 The Contractor shall pay all patent royalties and license fees applicable to Contractor's work. The Contractor shall defend suits or claims for the infringement of patent rights and shall hold the Owner and Construction Manager harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer(s) is required by the contract documents or where the copyright violations are contained in drawings, specifications or other documents prepared by the Owner or their representatives and/or architects.

2.11 The Owner and its representatives, the Owner's Lender (as hereinafter defined and if applicable) and its representative or any other such designated persons which have been given approval by the Owner shall, at all times, have access to Work whenever it is in preparation or progress, and the Contractor shall permit and facilitate inspection of the Work by Owner, Owner's agents, Owner's tenant(s), Owner's Lender and by public authorities concerned with such Work. The Owner may use the services of a Construction Manager to execute its responsibilities.

2.12 The Owner may require a Construction Manager to schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule. With respect to the Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

3. **Assignment.** Contractor will not assign this Contract nor assign any money due or to become due to it hereunder without prior written consent of Owner.

4. **Completion Date.**

4.1. The Contractor shall commence the Work hereunder on or before **March 30, 2020** or **within 10 business days of Notice to Proceed** and continue the Work required under this Contract uninterrupted with due diligence until the Work is completed. All Work required under this Contract shall be completed **within 31 days of Notice to Proceed**. Contractor shall give Owner not less than 5-day notice in writing of the date upon which Contractor proposes to tender the project as complete and ready

for final certification. Contractor shall fully and finally complete the Work (including all punch list items) no later than thirty (30) days after substantial completion or the mutually agreeable days formally communicated in writing during the final punch list generation.

4.2 It is mutually agreed between the parties that time is of the essence in this Contract. Contractor shall be obligated to keep Owner's Agent fully informed of the progress of the job and to have the necessary materials and labor available when needed. Time for completion shall be extended by the Owner for a reasonable period of time if the Work cannot be performed due to war, acts of God, **inclement weather (which shall mean rain in excess of .5" inches per rain event)**, delays due to **adverse subsurface conditions as agreed upon by Owner's engineer and contractor**, fire, labor disputes, newly executed government restrictions and regulations, embargoes, action or non-action of public utilities or changes in the drawings or specifications requested by the Owner's Agent, provided that the Contractor advised the Owner's Agent of the extent of any such delay prior to the making of any such changes. Contractor shall be considered to control all of its subcontractors, material suppliers and sub-subcontractors. Any claim for extension of time shall be made in writing to the Owner's Agent not more than two (2) days after the commencement of the delay; otherwise an extension shall not be granted. Sundays do not count as delay days. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

4.3. It is mutually agreed between the parties that time is of the essence in this Contract and that there will be, on the part of the Owner's Agent, considerable monetary damage, including lost profits, in the event Contractor shall fail to complete the Work within the time provided for herein or within any time to which such completion date may have been extended. Accordingly, the sum of **\$500.00** is hereby agreed upon as liquidated damages to be paid by Contractor to the Owner's Agent for each and every calendar day that the time consumed in completing the Work to the point of substantial completion exceeds any Completion Date.

5. Contract Price and Payment Schedule.

5.1. The Stipulated Sum and Contract amount is \$361,790.81 (the "Stipulated Sum") based upon the Schedule of Values ("SOV") set forth in **Exhibit "D"** attached hereto.

5.2. If, during the term of this Contract, it is necessary for the Contractor to incur additional labor and materials costs, as recommended and verified in writing by the soils engineer engaged by the Owner, as a direct result of an unknown soil condition Contractor shall immediately notify Owner in writing of the estimated costs for such additional Work in a Change Order. ~~Soils are not to be deemed unsuitable for use at a particular time due to a higher (or lower) than optimum moisture content due to weather or construction related activities.~~

5.3. Periodic payments of the Contract price will be disbursed to the Contractor in the form of construction draws. The construction draws will be submitted to Construction Manager as construction progresses as follows:

5.3.1. With each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment in form AIA Document G702 as set forth on **Exhibit "D"** attached hereto via email to dme.odyssey@gmail.com, notarized, certifying as to the completion of each item of construction, and that the amount requested is for work actually done and materials actually incorporated into the Project during the period preceding the date of the advance and the value thereof and supported by such data substantiating the Contractor's right to payment as the Owner may reasonably

require, and reflecting 10% retainage and less the aggregate of previous payments made by the Owner. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

(1) duly executed **Contractor Interim Lien Waiver** (in the form of **Exhibit "E"** attached hereto) from Contractor establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such persons in the **current** Application for Payment; and;

(2) duly executed **Subcontractor / Supplier Interim Waiver** (in the form of **Exhibit "E-1"** attached hereto) from Contractor, all subcontractors, sub subcontractors, material suppliers and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such persons in any **previous and current** Application for Payment; and;

(3) if requested, Contractor shall supply to Owner copies of supporting receipts, certificates or vouchers. If requested, Contractor shall exhibit or cause to be exhibited to Owner satisfactory evidence, by receipts, certificates or vouchers, that there are no outstanding overdue claims or demands for labor or materials used in the Project, and if any notice of lien be filed, under any mechanic's or other lien law, Owner may suspend further advance under this Contract until such lien shall have been discharged of record. All work which is usually done at the stage of construction when the advance is requested, must in the judgment of the Construction Manager and the Lender's Inspector be done in good and workmanlike manner, and materials and fixtures usually furnished and installed at such time shall be furnished and installed and meets expected quality standards and any other items required by the Lender in order to process the Application for Payment.

(4) the Owner reserves the right to withhold funding on stored materials. In the event the Owner does agree to disburse funds based on stored materials, no disbursement shall be made unless the evidence of insurance provides for coverage of such materials, and such materials are kept in a secured location satisfactory to the owner.

(5) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by Owner.

No payment shall be made to Contractor unless Owner has been supplied with lien waivers that are in the form requested. Further, along with each Application for Payment, Contractor shall provide written certifications as set forth on the **Exhibit "D" Application and Certificate for Payment**. Further, Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no materials or equipment covered by requisition will have been acquired by the Contractor or by other persons performing the Work or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The Construction Manager must certify Contractor's Application for Payment before any payment on such Application for Payment shall be made from Owner to Contractor.

5.3.2. Until the entire Work is completed, the Owner shall make payments on account (draws), to the Contractor. Contractor shall submit, **on or before the 10th day of each month** for work complete and in place at the end of the previous month, evidence satisfactory to Owner of the value of the Work completed equal to **ten percent (10%)** of the value of other Work completed, in accordance with

the Schedule of Values (SOV) as referenced in **Exhibit "C"**, less the aggregate of previous payments. Contractor shall receive payment on or before the **fifteenth (15th) day of the following month** after the Contractor makes its submission to Owner as hereinbefore described.

5.3.3. Prior to the payment, Contractor shall comply with all terms that may be reasonably required by the Owner or Owner's construction lender including, but not limited to, inspection of the Work in progress by Owner or its agents. However, the Owner shall not hold back more than **ten percent (10%)** of the construction draw unless withheld pursuant to Sections 4.3, 5.3.4., 5.3.7., 8, 10.3, 19 or **Exhibit "B"** herein. Contractor shall not cover any Work until the required inspections by Owner, Owner's agents and public bodies have been made. In addition, the Contractor shall provide any and all documentation which Owner or Owner's Lender (as hereinafter defined) may reasonably require prior to the payment of the draw request.

5.3.4. Any payment(s) may be withheld by Owner on account of: (a) defective Work not remedied; (b) claims filed; (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (d) damage to Owner or to another contractor; (e) unsatisfactory prosecution of the Work by the Contractor; (f) if the cost or agreed upon price as outlined in Contractor's SOV, **Exhibit "C"** of completion of the Work exceeds the remaining portion of the Contract price; or (g) Owner has reasonable concern that there will be a substantial schedule overrun.

5.3.5. In the event Owner fails to pay to Contractor any payment within ten (10) days after it is due, unless permitted to be withheld pursuant to any portion of this Contract, then Contractor may, if Owner does not make the payment within five (5) days after written notice of the default in payment, stop Work or terminate the Contract and recover from Owner payment for all Work executed.

5.3.6. Payment to Contractor shall not be construed as evidence of Contractor's proper performance hereunder. Contractor's responsibilities shall survive the completion and acceptance of the Work and payments therefore. The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

5.3.7. Pre-Pay request and Pay-Request checklist, see **Exhibit "G"**.

5.4 Final Payment constituting the entire unpaid balance of the Contract Sum shall be made by Owner to the Contractor when (1) the Contract has been fully performed by the Contractor including the Contractor's responsibility to correct nonconforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Application for Payment has been approved by the Owner, Construction Manager. In consideration of the foregoing, the final payment shall be made by the Construction Manager not more than 45 days after the Contractor has satisfied all the conditions for the final Application for Payment.

5.4.1 All Work, including punch list items, shall be completed and accepted by the Owner, the Engineer, the Lender's representative, if applicable, and all other authorities having jurisdiction over the Work, except those items which are beyond Contractor's control.

5.4.2 In order to process the final application for payment, notwithstanding anything to the contrary contained in the Contract, the Contractor shall supply:

5.4.2.1 The Contractor's Final Lien Waiver (**Exhibit "F"**) for the amount of the Final Payment, and

5.4.2.2 Final Lien Waivers from all of its subcontractors and suppliers waiving their rights through the date of the current advance and evidence a zero sum due (**Exhibit "F-1"**), and

5.4.2.3 Contractor Affidavit and Waiver of Lien (**Exhibit "F-2"**) in exchange for a promise to pay from the Owner, and

5.4.2.4 All foregoing lien waivers shall be in conformity with applicable Materialman's lien waivers as may be required by the Construction Manager, the Engineer or the Lender, and

5.4.2.5 Three (3) sets of As-Built drawings of the Project and marked up by Contractor, if requested by Construction Manager, and

5.4.2.6 The issuance of final governmental approvals and certifications to include but not limited to the detention pond, county DOT right-of-way road work and the utilities as applicable.

5.4.2.7 The Contractor's Warranty which shall specifically warranty that all materials and workmanship utilized or employed by the Contractor in the completion of the Work is warranted against all deficiencies and defects in materials and workmanship for the period of one year from the date(s) of final completion of the Contractor's Work or the acceptance of the Work by appropriate Governmental authority, whichever is longer. The Work should be warranted to Owner and/or assignees and the assignees constitute a third-party beneficiary that has the right, but not the obligation, to enforce the terms thereof to no lesser extent as Owner. In exchange for the final payment, the Contractor shall supply final, unconditional lien waivers for all its subcontractors in conformity with applicable Materialmen's lien waivers as may be required by the Owner, the Engineer or the Owner's Lender and the "promise to pay" letter to the Contractor shall be deemed to have been satisfied.

6. Extras.

No extra work or charges claimed by Contractor will be recognized or paid for unless approved in writing by Owner before the alleged extra Work is done or the alleged charges incurred. No extra work or changes approved in writing by Owner shall be paid until approved in writing by Owner by a change order ("Change Order"). The Stipulated Sum and the Completion Date may be changed only by Change Order agreed to by Owner and Contractor. The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement. Contractor shall deliver to Owner a complete and correct account of the actual cost or agreed upon price as outlined in Proposal and SOV of the Change Order and shall provide evidence satisfactory to Owner supporting such actual cost or agreed upon price as outlined in **Exhibit "C"** before Owner shall be required to make any payments for the Change Order. Both the Contractor and the Owner agree that the unit prices outlined in **Exhibit "C"** can and will be used for the purpose of delineating costs and for change orders on any site changes made which pertain to changing quantities.

7. Protection of Persons and Property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions to prevent damage or injury to: (a) all employees on the Work; (b) all the Work and all materials and equipment to be incorporated there; (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, including OSHA requirements. All damages or loss to any property or person to the extent caused by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

8. Delays and Termination.

8.1 If the Contractor should: (1) be adjudged bankrupt or insolvent or apply for reorganization or arrangement or composition of creditors under State or Federal insolvency or bankruptcy laws; or (2) make a general assignment for the benefit of its creditors; or (3) suffer a receiver to be appointed over any of its property; or (4) refuse or fail to supply enough properly skilled workers and/or proper materials; or (5) fail to make prompt payment to its employees, subcontractors and material suppliers; or (6) disregard the instructions of the Owner and/or the Owner's Lender; or (7) fail to perform promptly and diligently, in accordance with the provisions of this Contract; or (8) fail to maintain the Construction Schedule; or (9) is guilty of a substantial violation of any provision of this Contract, or (10) fail to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, or (11) causes any lien to be filed on the project and does not timely bond off as contemplated in 10.3, then Owner, if the Contractor does not correct the defect within two (2) days after written notice thereof (or such longer time as may be mutually agreed upon) by a written order signed by Owner or an agent empowered by the Owner, may without prejudice to any other rights or remedies in law or equity of the Owner order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Owner may, at any time, at its discretion, terminate and cancel this Contract (or for a portion of the Work described in this Contract on a case by case basis) (without regard to default by Contractor) upon giving written notice of such termination and cancellation to Contractor. If Owner exercises said right of termination and cancellation, Owner shall pay to the Contractor, within forty-five (45) days of the date of the giving of such notice, a sum equal to the portion of the Stipulated Sum due and owing based on the Work properly completed to the date of the giving of such notice in accordance with the **Exhibit "C"** and upon certification by the Engineer and less any sums that may be due and owing to Owner under Sections 4.3, 5.3.4, 8, 10, 19 or Exhibit B of the Contract or otherwise contained herein and contingent on Contractor providing provided required documentation as detailed in Section 5 Contract Price and Payment Schedule. Notwithstanding anything to the contrary in this Contract, Contractor acknowledges that Contractor shall not be entitled to any payment for any Work not completed as of the date of termination.

8.2 The Owner, may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. An adjustment, if justified, shall be made for increases in the cost of the performance of the Contract once Work is resumed upon Owner's written notification to the Contractor, including profit on the increased cost of performance, caused by suspension, delay or interruptions. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

9. Guaranty and Warranties.

9.1 Contractor shall be responsible for, and shall remedy any defects in, its Work or in the Work of its subcontractors and/or materials and pay for any damages to other Work resulting therefrom which are discovered within a **period of three (3) years ("Warranty Period")** from the date of final acceptance of the Work. Neither payment nor acceptance of the Work or termination of the Contract shall relieve Contractor of liability in response to any warranties or responsibilities for faulty material or workmanship discovered within the Warranty Period after acceptance. Contractor shall assign all warranties to Owner, which extends beyond the Warranty Period. Notwithstanding the foregoing,

Contractor shall warranty or guaranty all Work and/or materials of the Project as required in the criteria drawings and outline specific options. Nothing contained in this paragraph 9 shall be construed to establish a period of limitation with respect to other obligations which Contractor has under the Contract Documents. The establishment of the three-year period for correction of the Work as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. Notwithstanding the foregoing, any warranty of a subcontractor, supplier or manufacturer shall not be limited by the foregoing.

9.2 In the event of an emergency repair to an item under warranty, Contractor agrees to affect the repair at its own cost in a timely manner. In the event that the Contractor does not affect the repair in a timely fashion, Owner shall affect the repair and Contractor shall reimburse Owner at cost plus 15%.

9.3 The Contractor shall make available at eleven (11) months after the date of substantial completion the project manager at a minimum for a warranty walk through. Contractor shall then correct within thirty (30) calendar days of such walk through any warranty item noted. In the event that the Contractor does not affect the repair in a timely fashion, Owner shall affect the repair and Contractor shall reimburse Owner at cost plus 15%.

10. Indemnity and Liens

10.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and all of their respective directors, officers, employees, contractors, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) arising out of or resulting from the performance of services and duties (including omissions) hereunder by Contractor, or any subcontractor, sub-subcontractor, supplier or any other person for whom Contractor is responsible and their agents or servants, (including, but not limited to, the negligence of Contractor and liabilities arising out of activities with respect to which strict liability attaches under application law) except to the extent caused by the negligence of the Owner and all of their respective directors, officers, employees, officials, volunteers and agents. If any claim or demand is made against any Indemnitee for any matter addressed herein, any payments to come due or thereafter to become due to Contractor may be held by Owner to cover such losses and expenses.

10.2 To the fullest extent permitted by law, subcontractor agrees to indemnify, defend and hold harmless Contractor and the Owner and all of their respective directors, officers, employees, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) arising out of or resulting from the performance of subcontractor's services and duties (including omissions) hereunder (including, but not limited to, the negligence of subcontractor and liabilities arising out of activities with respect to which strict liability attaches under application law) except to the extent caused by the negligence of Contractor or Owner. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by subcontractor or by the amount or type of damages, compensation, or benefits payable by or for subcontractor or any insurance carried by subcontractor or by the amount or type of damages, compensation, or benefits payable by or for subcontractor or any lower-tier subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. If any claim or demand is made

against contractor or the any Indemnitee for any matter addressed herein, any payments to come due or thereafter to become due to subcontractor may be held by contractor to cover such losses and expenses Contractor will supply the Owner with a separate indemnification from the subcontractors to the contractor that will be provided to Owner.

10.3 Contractor will not at any time suffer or permit any lien, attachment, or other encumbrances of whatsoever kind, under any laws of the state or otherwise, by any person or persons whomsoever, to remain on the Property. If any subcontractor or supplier files any claims or liens against the Property, the Contractor shall, within 15 days therewith, bond off such liens, secure their satisfaction and cancellations, assuming Owner has made payments, if appropriate, with respect to said claims or liens. In the event that same is not removed within said fifteen (15) days, Owner may remove the same at the expense, including cost of legal fees of Contractor, which shall be deducted from the Contract Sum. The filing of a lien by the Contractor or its subcontractors may delay timely payment on Contractor's payment application.

10.4 The Contractor further expressly undertakes to defend, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against any Indemnitee as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon or any portion of the property of Owner (referred to collectively as liens in this Section). The Contractor hereby agrees to indemnify and hold the Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings. Contractor expressly agrees that indemnification of any Indemnitee, pursuant to this section of the Contract, is made with full knowledge that progress payments may be made directly to subcontractors or material suppliers by Owner. Contractor also agrees to provide Owner with its Financial Statement if requested by Owner. Further, the Contractor agrees to indemnify Owner from any loss due to disbursing funds to Contractor on a "Draw Delay" basis when Contractor is providing anything other than unconditional lien waivers as to Contractor and all subcontractors.

10.5 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor shall have such lien discharged of record and obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to Owner, and (3) in an amount not less than One Hundred Fifty percent (150%) of such lien claim or such higher amount as may be required by the **City of Holly Springs, the Holly Springs Downtown Development Authority and Cherokee County**. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Stipulated Sum.

10.6 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse Owner, upon demand, for any payments so made.

10.7 In the event that Owner and Contractor are found to be concurrently negligent for any acts or omissions rising under this Contract, then each shall be responsible for its sole proportionate share.

11. Insurance.

11.1. Contractor shall, at its expense, prior to the commencement of any Work, insure and keep insured during the term of this Contract and the Warranty Period, all liability assumed by it hereunder and shall furnish Owner with evidence of insurance coverage to protect the Owner, Construction Manager and Owner's Lender (if applicable) in the form, amount and with an insurer satisfactory to Owner. Contractor, at a minimum, shall maintain:

11.1.1 Workers' Compensation and Employers Liability:

- (1) Coverage A: Per State Statute, or if not required by State Statute, minimum coverage as denoted below in Coverage B.
- (2) Coverage B: \$1,000,000 Each Accident
\$1,000,000 Disease-Policy Limit
\$1,000,000 Disease-Each Employee

11.1.2. Commercial General Liability:

- (1) \$2,000,000 General Aggregate
- (2) \$2,000,000 Products-Completed Operations Aggregate
- (3) \$1,000,000 Each Occurrence
- (4) \$1,000,000 Personal Injury

THE COMMERCIAL GENERAL LIABILITY SHALL PROVIDE AT A MINIMUM THE FOLLOWING COVERAGES:

- (5) Operations of the Contractor
- (6) Operations of subcontractor. (Contingent Liability)
- (7) Products/Completed Operations. (To be carried at least two years after full and final completion of the Work.)
- (8) Personal injury including employee related claims.
- (9) Employees as additional insured.
- (10) Property damage hazards of Explosion, Collapse and Underground.
- (11) Contractual Liability.

11.1.3 Comprehensive Automobile Liability:

- (1) \$1,000,000 Combined single limit bodily injury and property damage for all owned, non-owned and hired automobiles.

11.1.4. Umbrella Liability

- (1) \$5,000,000 Each Claim
\$5,000,000 Annual Aggregate
- (2) The umbrella liability shall provide excess limits over and above the commercial general liability, employer's liability and comprehensive automobile liability limits as stated in this article.

11.2 Any other insurance necessary to insure all liability assumed by Contractor under this Contract.

11.2.1 Waivers of Subrogation. Notwithstanding anything else in this Contract, the Owner and Contractor waive all rights against each other and any of their subcontractors, sub subcontractors, agents and employees, each of the other, from damages cause by fire or other perils to the extent covered by property insurance obtained pursuant to this Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect and Architect's consultants, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property.

11.3. All Contractor's insurance policies (excepting Worker's Compensation) shall contain a commitment of the Insurer to provide that (a) the policies name and insure the Owner and Construction Manager and the Contractor as their interests appear, including Owner's Lender, if any, and (b) shall not be canceled or the amount of liability reduced without thirty days prior written notice to Owner, Owner's Lender and Contractor, and shall not contain any release or waiver of liability of the insurer for failure to give such notice. Furthermore, the Cancellation Clause on the insurance certificates should provide that the company WILL give 30 days notice of any cancellation. (Specifically, the Cancellation Clause on the insurance certificate will delete the words "endeavor to" in the language that reads the company will endeavor to give 30 days notice of any cancellation. Also, the last two lines will be deleted that begin with "but failure to mail...") In addition, to any certificates of insurance evidencing such insurance coverage, the Owner and Owner's Lender shall be provided an actual copy of the insurance policy and a copy of the endorsement or endorsements thereto which shall reflect the interest of the Owner and Owner's Lender. Contractor shall require similar insurance coverage from each of its subcontractors except that the policies shall not include the umbrella liability insurance coverage set forth in paragraph 11.1.4., and the Architects Errors and Omissions Insurance set forth in paragraph 11.1.5 and the policies shall not name Owner or Owner's Lender as additional insured parties.

11.4. **Contractor shall, before commencing Work, submit a certificate of insurance for its insurance policies as follows:**

Certificate Holder: Holly Springs Downtown Development Authority and City of Holly Springs
c/o Stonecrest Homes GA, LLC
625 West Crossville Road
Suite 204
Roswell, GA 30075

Additional insured: Holly Springs Downtown Development Authority; City of Holly Springs; Stonecrest Homes GA, LLC; and Odyssey Development Group, LLC

11.5. If Contractor suffers a loss, cost, damage or expense resulting from fire, explosion or other casualty in connection with the premises in which the Project is situated and Contractor failed to maintain in force insurance required by this Contract, then Contractor may not seek reimbursement from Owner or its agents for such loss, cost, damage or expense.

12. Documents to be Provided to Owner. Before commencing that portion of the Work, copies of the following items shall be submitted to Owner:

12.1. All names and contact information for subcontractors who will be working on the Project.

12.2. Other Cost Supporting Information: The Owner may require from time to time additional information that is not listed in this Section. Other requests will be communicated to the Contractor on an as needed basis, including but not limited to budget versus actual cost or agreed upon price as outlined in **Exhibit "C"**, reports for labor units, material, subcontracts, etc.

13. Contractor's Loss. Contractor shall be solely responsible for the protection of its tools, equipment, supplies and materials while on the job and shall carry insurance on its tools, equipment, supplies and materials to protect its interest therein until such materials are incorporated into the building.

14. Right of Audit. Intentionally Deleted.

15. Cumulative Remedies. The remedies herein provided shall be construed to be cumulative rather than exclusive of each other or any other remedy. The giving of notice when not required shall not thereafter oblige the giving of notice and the waiver of any existing right or condition shall not be deemed as a waiver of such right or condition for the future.

16. Notices. Any notice required hereunder may be served personally or by US registered or certified mail or by courier, addressed to Owner:

Holly Springs Downtown Development Authority
PO Box 990
Holly Springs, GA 30142

With a copy to:

Stonecrest Homes GA, LLC
625 West Crossville Road
Suite 204
Roswell, GA 30075
Phone: (770) 426-5300

And to Contractor:

North Georgia Foundations, Inc.
100 Hickory Springs Industrial Drive
Holly Springs, GA. 30115

If mailed, the notice shall be considered as served on the day following the date of mailing. Either party may upon written notice to the other, specify a different address for the serving of notice.

ATW

17. **Titles.** Titles of articles are used in the Contract solely for the convenience of those examining it and are not to be resorted to as aids in its construction or interpretation.

18. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **Owner's Right to Carry Out the Work.** Owner may, if Contractor defaults or neglects to prosecute the Work properly or fails to perform any provision of the Contract Documents, or does or omits to do, anything whereby safety or proper construction may be endangered or whereby damage or injury may result to person or property, after three (3) calendar days written notice to Contractor, without prejudice to any other remedy Owner may have, make good all work, material, omissions or deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost incurred by Owner, including compensation for architect's or engineer's additional services made necessary by such default, neglect or failure, but no action taken by Owner granted by this Contract or by law shall relieve Contractor from any consequences or liabilities arising from such acts or omissions. If the payments then or thereafter due the Contractor are not sufficient to cover any amount due Owner thereunder, then, in addition to any other remedy due the Owner, the Contractor shall pay the difference to Owner.

20. **Job Report.** Copies of the Contractor's field representative daily report shall include daily activity information including but not limited to such information as weather, general description of Work performed, listing of subcontractors working, size of subcontract crews, daily Contractor head count by classification of worker, job meeting minutes, job visitors, any accidents including accident reports and documentation of settlement meetings. The reports shall be prepared daily and submitted to Owner weekly. Submittal is required with preference to e-mail over facsimile (**Exhibit "H"** is available in electronic format). It is mutually agreed between the parties that keeping the Owner informed of project status, issues and schedule is valuable to Owner and that Owner is entitled to rely on the same.

21. **Contractor Certification.** The Contractor and all subcontractors involved in grading, utilities and other earth disturbing activities shall implement and maintain all the pollutant control measures required by local, state and national authorities. The Contractor and all subcontractors performing earth disturbing activities will also comply with all terms and conditions of the Storm water General-Construction Permit. The Contractor and each sub contractor performing earth disturbing activities will complete the attached **Exhibit "1"**. A copy of all fully executed **Exhibit "1"** will be provided to the Owner and a copy maintained on site, prior to any earth disturbing activities.

22. **Records at the Site.** The Contractor shall maintain at the site for the Owner one record copy of the drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data Samples, and similar required submittals. This along with two copies shall be delivered to the Owner upon completion of the Work.

23. **Agreement to Arbitrate.** All claims, disputes and matters in question arising out of, or relating to, this Contract or the breach thereof shall be decided by binding, mandatory arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable. The arbitration will be held in Atlanta, Georgia and the prevailing party in such action will be awarded its reasonable attorneys' fees and expenses and shall also be entitled to and award reimbursing its share of all fees related to the cost of arbitration, whether paid to the American Arbitration Association or to the arbitrator. Absent consent of the parties, no discovery will be permitted.

EXCEPTION. This agreement to arbitrate shall not apply to any claim for contribution or indemnity asserted by one party to this Agreement against the other party and arising out of an action brought in a state or federal court, or brought in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto and who does not consent to such arbitration.

24. List of Exhibits.

Exhibit "A"	Plan List
Exhibit "B"	General Conditions
Exhibit "C"	Schedule of Values
Exhibit "D"	Application for Payment
Exhibit "E"	Contractor Interim Waiver and Release Upon Payment
Exhibit "E-1"	Subcontractor / Supplier Interim Waiver and Release Upon Payment
Exhibit "F"	Contractor Final Waiver and Release Upon Payment
Exhibit "F-1"	Subcontractor / Supplier Final Lien Waiver and Release
Exhibit "F-2"	Contractor Affidavit and Waiver of Lien
Exhibit "G"	Pay Application Checklist
Exhibit "H"	Weekly Construction Status Report
Exhibit "I"	Contractor Certification (for NPDES)
Exhibit "J"	Legal Description

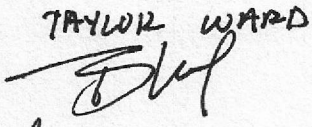
IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

Owner:
Holly Springs Downtown Development Authority

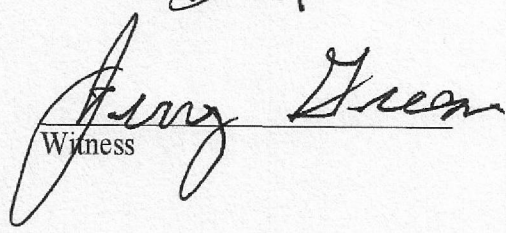
Contractor:

By: Kevin Moore
Its: Chairman

North Georgia Foundations INC

By: TAYLOR WARD
Its: 

Witness


Witness

Owner:
City of Holly Springs

By: Steven W. Miller
Its: Mayor

Witness

EXHIBIT “A”

Plan List

1. Pond B1 Wall Detail/Section by Fairbanks Engineering Company, LLC, dated 8/7/19 and revised xx/xx/xx.
2. Pond Detail Sheet – Pond B1, Sheet C1.1.8 by Southeastern Engineering, Inc. dated 2/12/20.

EXHIBIT "B"

SITE WORK GENERAL CONDITIONS

All parties hereby agree that Contractor shall furnish all labor, material, incidental permits, equipment, storage, freight, supervision, labor taxes, material taxes, insurance, licenses and any other related cost necessary for a complete execution of all Work in their entirety and in strict accordance with the Contract Documents and in strict compliance with the requirements of all Federal, State and Local governing authorities. This Contract is also to be inclusive of, but not limited to, the following:

1. All submittals and shop drawings are to be given to the Owner within two weeks of the contract issuance. This is to include, but is not limited to, concrete structures, water pipe, drainage, storm detention, sanitary sewer and all other required materials as applicable to complete Contractor's Work.
2. Contractor to call for all required inspections and coordinate inspections with Owner. All reports shall be delivered to Owner within 48 hours of receipt by Contractor.
3. Contractor acknowledges that the tracking of mud and dirt onto pavement and other properties by its personnel or its subcontractors is a problem and in violation of permit stipulations. It will be the Contractor's responsibility to have and maintain a construction entrance with a gravel apron at each site entry and make arrangements for wash down of Contractor's, supplier's and subcontractor's trucks in order to prevent mud and dirt from being carried off-site and onto existing streets. Further, Contractor shall be responsible for removal and sweeping as required to remove said mud and dirt from pavement or other properties and returning them to their original condition as required by Contractor's own equipment and labor. In the event Contractor does not remove said mud and dirt from pavement or other properties caused by its personnel or its subcontractors in a timely fashion, Owner shall cause this work to be done and back-charge the Contractor at cost plus 15%.
4. Contractor shall be responsible for locating and protecting all existing utility services on the project site. Further, all parties agree that Contractor shall be responsible for any monetary loss or expense associated with repairs to any existing utilities damaged by Contractor's operations.
5. All parties agree that dust is a problem and a nuisance. Contractor shall implement measures immediately to prevent dust problems as caused by Contractor's Work at Contractor's sole expense.
6. All parties agree that Contractor shall properly barricade open holes and depressions occurring as part of the Work. Further, Contractor shall protect structures, utilities, sidewalks, curbs, pavement and any other product from damage. In the event any of the foregoing is damaged due to contractor neglect, Contractor shall remedy the same at Contractor's cost. In the event Contractor does not remove said mud and dirt from pavement or other properties in a timely fashion, Owner shall cause this work to be done and back-charge the Contractor at cost plus 15%.
7. As many mobilizations required to complete the project per plans and specifications are included in this Contract and will not be an additional charge to Owner.
8. Compaction will be as required by all city, county, local authorities and as specified in the Contract Documents, including any geotechnical reports therein. In the event that municipal requirements differ from the requirements on the Contract Documents, the more stringent shall apply. Random compaction tests may be conducted by Owner. Should any fail, Contractor will be required to correct at its cost and will be responsible for the cost of any subsequent testing of the failed area by Owner.

Contractor acknowledges and agrees that maintaining moisture content acceptable to Owner's geotechnical consultant is a part of this bid and that no additional charges shall accrue in the event additional equipment and / or resources are required.

9. ~~All parties hereby agree that, at the direction of Owner, the Contractor shall gather and incorporate into Work all residual material remaining as a result of utility installation, at no additional cost to Owner. This material will be used in the final grade of +/- .1ft in landscaped areas, cut and filled, and/or compacted.~~

10. All parties hereby agree that excavation by Contractor of material to a depth below the grades indicated will be deemed as unauthorized excavation and shall be properly filled and compacted at Contractor's expense including the expense of material testing.

11. All parties agree that Contractor is responsible for maintaining and submitting all documentation that may be required by governing authorities.

12. All parties agree that if at any time the construction entrance must be closed off, another means of entry to and from the work area must be provided by Contractor. Further, at no time will Contractor block construction entrances with equipment of an overnight nature. At least one passable lane throughout the project must be maintained and kept open for emergency vehicle access at all times.

13. Contractor acknowledges that it has determined to its satisfaction the nature and conditions of all work, grounds, character and quality of substrata, the types and quantities of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of this Work, the general and local conditions and all other matters which can in any way affect the Work under this Contract.

14. All parties agree that Contractor is to relocate its office trailers, storage trailers, and containers on project site as directed by Owner.

15. ~~Contractor shall repair and re-establish grades in settled, eroded and rutted areas to the satisfaction of Owner at no additional cost until turned over to Owner.~~

16. Unless otherwise provided for in Work, Owner shall have survey crew stake control points and reference points, including benchmarks, clearing limits, slope stakes, centerline stakes, pipe and manhole stakes, curb stakes one time and per the specifications on **Exhibit "L"** attached herein. Any additional staking required will be back-charged from Contractor's monthly payment. The aforementioned staking is meant to serve merely as a guide for construction. It is the sole responsibility of the Contractor to identify and make known to Owner any discrepancies between staking and civil design.

17. Debris will not be buried on site except with the written approval of Owner, and will never be buried (a) inside the permitted building area of any lot, (b) in any street or (c) in any area requiring 95 percent compaction.

18. Unless otherwise provided for in Work, Owner will pay for construction entrance/exit one time. In the event that the Contractor, his employees or sub-contractors drive on site in wet conditions, thereby degrading the gravel pad, Contractor shall promptly replenish gravel at this own expense. If Contractor does not replenish gravel in a timely fashion, Owner will have gravel replenished and will back charge Contractor from Contractor's next pay request at cost plus 15%.

19. As part of the Work and without any additional compensation beyond the Contract Price, grading and trench protection preparations in advance of a rainfall event are a part of the Scope of Work. As such, there will be no additional charges for equipment, labor, and materials. ~~Specific activities to be performed will be at the discretion of Owner's Construction Manager, but in any event if wet weather conditions are either forecast or occur without being forecast, Contractor shall perform all work at the Site that is necessary, including the construction of temporary detention ponds, to avoid erosion as well as runoff of debris and sediment and soil from the Site onto adjacent property. Clean up following a weather event will be performed by Contractor and a part of its scope of work. In the event a notice of violation and/or citation is issued by any governmental authority or department, Contractor shall be solely liable for all corrective actions and any and all associated fees and fines.~~

20. Owner may delete parts of the Work from Contractor's Scope of Work and receive an appropriate reduction in price from the Contract Price. Such deletion will be done only after discussion with the Contractor about the deletion.

21. Owner's right to recover damages or other relief from Contractor due to Contractor's default in its obligations under this Contract shall survive the termination hereof.

22. All parties hereby agree that for mass excavation purposes "rock" shall be defined as material that cannot be ripped by a CAT D-8 with a single shank ripper or approved equivalent piece of equipment. For trench rock purposes "rock" shall be defined as material which cannot be ripped by a CAT 225, equipped with rock teeth or approved equivalent piece of equipment.

23. Any damage caused by Contractor's men or equipment to other work shall be the Contractor's responsibility to repair per Owner's specification and requirements. This includes work inadvertently performed on property other than Owner's. If Contractor does not make repairs in a timely fashion, Owner will make repairs and back charge Contractor from Contractor's next pay request at cost plus 15%.

25. In addition to all Work as indicated on the Contract Documents, the Contract shall include but may not be limited to the cost of the following:

25.1 The cost of all copies of Construction Drawings.

25.3 ~~Loading, hauling, purchasing and disposing of any/all trees, brush or debris of any nature whatsoever to or from the Project.~~

25.4 All equipment required to keep the Project on schedule, including but not limited to temporary generators during site work.

25.5 All moving of materials to, from and within the Project site.

25.6 All lifts required to complete the work and keep the Project on schedule.

25.7 Unless otherwise stipulated, in all events, Contractor shall make or cause to make adequate provision for all materials, labor, water, tools, equipment, light, power, heat, construction equipment and machinery, utilities, transportation and other facilities and incidentals necessary for the proper execution and completion of the Work.

25.8 If pertinent, Work includes all county or state Department of Transportation ("DOT") right-of-way work per the Contract Documents. Contractor is to coordinate and comply with any DOT or other governmental required signage and markings as they may pertain to lane closures and traffic control, inspections and/or reports and give copies of reports to Owner within 48 hours of receipt/completion/deficiencies. Said coordination with such authorities and correction of deficiencies is included in the Work.

25.9 The Work shall include all coordination and communication with governmental inspections for Contractors Work.

EXHIBIT “C”

**SCHEDULE OF VALUES
(to be attached)**

SCHEDULE OF VALUES SHEET

PAGE TWO

In tabulations below, amounts are stated to the nearest dollar. Use column I on contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: January 0, 1900

[illegible]

EXHIBIT “D”

**APPLICATION FOR PAYMENT
(to be attached)**

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE

TO:	Holly Springs Downtown Development Authority City of Holly Springs c/o Stonecrest Homes GA, LLC Attention David Edwards Phone 404-518-2750 Email dme.odyssey@gmail.com	PROJECT: Master Detention Pond Wall B-1 PHASE:	APPLICATION NO: 1 PERIOD TO: APPLICATION DATE:	Distribution to: ☒ OWNER ☐ DEVELOPER ☒ CONSTR. MGR.
FROM:	North Georgia Foundations, Inc. 100 Hickory Springs Industrial Drive Holly Springs, GA 30115 Phone 770-633-6155 Email northgeorgiafoundations@gmail.com		CONTRACT DATE: INSURANCE EXP:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached

1. ORIGINAL Contract Sum	<u>\$361,790.84</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	<u>\$361,790.84</u>
4. TOTAL COMPLETED & STORED TO DATE. (Column G on Continuation Sheet)	<u>\$0.00</u>
5. RETAINAGE:	
a. 10% of Completed Work	<u>\$0.00</u>
b. Retainage Drawn	<u>\$0.00</u>
c. Net Retainage Held (a - b)	<u>\$0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	<u>\$0.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	<u>\$0.00</u>
8. CURRENT PAYMENT DUE	<u>\$0.00</u>
9. BALANCE OF VALUE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	<u>\$361,790.84</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

CONSTR. MGR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Construction Mgr.'s knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES SHEET

PAGE TWO

In tabulations below, amounts are stated to the nearest dollar. Use column I on contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: January 0, 1900

[illegible]

CHANGE ORDER SHEET

PAGE THREE

In tabulations below, amounts are stated to the nearest dollar.
Use column I on contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: January 0, 1900

[illegible]

RETAINAGE DRAW SCHEDULE

PAGE FOUR

APPLICATION NO:
APPLICATION DATE:

1
January 0, 1900

A	B	C	D	E	F	G
COST CODE	DESCRIPTION OF WORK	TOTAL VALUE OF RETAINAGE	ASSIGNED VALUE OF RETAINAGE EARNED		TOTAL RETAINAGE DRAWN TO DATE (D+E)	BALANCE OF ASSIGNED VALUE TO FINISH TO FINISH (C-G)
			FROM PREVIOUS APPLICATION (Not in E)	THIS PERIOD		
2-4-04-02	Project Initiation Fee	0.00			0.00	0.00
2-4-04-02	Wall Construction	0.00			0.00	0.00
2-4-04-02	Certification	0.00			0.00	0.00
2-4-04-02	3-Year Warranty	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	Change Orders	\$0.00			0.00	0.00
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

INTERIM WAIVER AND RELEASE UPON PAYMENT

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TOGETHER WITH THE CITY OF HOLLY SPRINGS TO FURNISH WALL CONSTRUCTION INSTALLATION FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS MASTER DETENTION POND WALL B-1 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, COUNTY OF CHEROKEE, AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY AND THE CITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____, 2020 AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

COMPANY: NORTH GEORGIA FOUNDATIONS, INC.

Title:

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT

ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366."

EXHIBIT E-A

List of Subcontractors

**MUST PROVIDE BELOW THE COMPANY NAME, CONTACT NAME, ADDRESS AND
PHONE NUMBER FOR EACH SUBCONTRACTOR AND SUPPLIER**

EXHIBIT "E-1"
INTERIM WAIVER AND RELEASE UPON PAYMENT
(SUBCONTRACTOR / SUPPLIER)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY NORTH GEORGIA FOUNDATIONS, INC. TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS MASTER DETENTION POND WALL B-1 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TOGETHER WITH THE CITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

UPON THE RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____, 20__ AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

_____(SEAL)
COMPANY NAME

(WITNESS)

BY: _____

(ADDRESS)

TITLE: _____
(Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY CITY OF HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TOGETHER WITH THE CITY OF HOLLY SPRINGS TO FURNISH WALL CONSTRUCTION INSTALLATION FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN MASTER DETENTION POND WALL B-1 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, COUNTY OF CHEROKEE, AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UPON RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

Title:

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION

OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT F-A

Legal Description of Improvements

LEGAL DESCRIPTION (PARCEL D)

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:
COMMENCING at a point on the corner common to Land Lots 306, 307, 342 and 343; THENCE proceeding along the common Land Lot Line of Land Lot 342 and 343 SOUTH 00 DEGREES 39 MINUTES 57 SECONDS WEST a distance of 253.83 feet to a point, said point being the POINT OF BEGINNING; THENCE continuing along said Land Lot Line SOUTH 00 DEGREES 49 MINUTES 44 SECONDS WEST a distance of 452.16 feet to a point; THENCE leaving said Land Lot line SOUTH 67 DEGREES 58 MINUTES 04 SECONDS WEST a distance of 351.60 feet to a point; THENCE NORTH 67 DEGREES 37 MINUTES 09 SECONDS WEST a distance of 250.47 feet to a point; THENCE NORTH 68 DEGREES 27 MINUTES 45 SECONDS WEST a distance of 55.24 feet to a point; THENCE along a curve to the left an arc length of 70.43 feet (said curve having a radius of 468.12 feet and a chord bearing of NORTH 35 DEGREES 47 MINUTES 34 SECONDS EAST and a chord distance of 70.36 feet) to a point; THENCE NORTH 43 DEGREES 10 MINUTES 00 SECONDS EAST a distance of 41.16 feet to a point; THENCE NORTH 23 DEGREES 34 MINUTES 41 SECONDS EAST a distance of 41.43 feet to a point; THENCE NORTH 18 DEGREES 20 MINUTES 27 SECONDS EAST a distance of 64.28 feet to a point; THENCE NORTH 10 DEGREES 49 MINUTES 10 SECONDS EAST a distance of 69.10 feet to a point; THENCE NORTH 53 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 82.33 feet to a point; THENCE NORTH 71 DEGREES 29 MINUTES 35 SECONDS EAST a distance of 52.61 feet to a point; THENCE NORTH 81 DEGREES 46 MINUTES 36 SECONDS EAST a distance of 75.28 feet to a point; THENCE NORTH 74 DEGREES 43 MINUTES 36 SECONDS EAST a distance of 68.25 feet to a point; THENCE along a curve to the left an arc length of 143.09 feet (said curve having a radius of 645.28 feet and a chord bearing of NORTH 66 DEGREES 57 MINUTES 26 SECONDS EAST and a chord distance of 142.80 feet) to a point; THENCE NORTH 59 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 75.63 feet to a point; THENCE NORTH 60 DEGREES 36 MINUTES 36 SECONDS EAST a distance of 50.52 feet to a point and POINT OF BEGINNING.

Said parcel contains 219,024 Square Feet or 5.03 Acres.

EXHIBIT "F-1"
WAIVER AND RELEASE UPON FINAL PAYMENT
(SUBCONTRACTOR / SUPPLIER)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY NORTH GEORGIA FOUNDATIONS, INC. TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS MASTER DETENTION POND WALL B-1 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TOGETHER WITH THE CITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

UPON RECEIPT OF THE SUM OF \$0.00, THE UNDERSIGNED MATERIALMAN AND/OR MECHANIC HEREBY WAIVES AND RELEASES ANY AND ALL LIENS AND CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

(Company Name) (SEAL)

(WITNESS)

(Signature)

(ADDRESS)

BY: _____

ITS: _____
(Must be Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT F-1-A

LEGAL DESCRIPTION
(PARCEL D)

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:
COMMENCING at a point on the corner common to Land Lots 306, 307, 342 and 343; THENCE proceeding along the common Land Lot Line of Land Lot 342 and 343 SOUTH 00 DEGREES 39 MINUTES 57 SECONDS WEST a distance of 253.83 feet to a point, said point being the POINT OF BEGINNING; THENCE continuing along said Land Lot Line SOUTH 00 DEGREES 49 MINUTES 44 SECONDS WEST a distance of 452.16 feet to a point; THENCE leaving said Land Lot line SOUTH 67 DEGREES 58 MINUTES 04 SECONDS WEST a distance of 351.60 feet to a point; THENCE NORTH 67 DEGREES 37 MINUTES 09 SECONDS WEST a distance of 250.47 feet to a point; THENCE NORTH 68 DEGREES 27 MINUTES 45 SECONDS WEST a distance of 55.24 feet to a point; THENCE along a curve to the left an arc length of 70.43 feet (said curve having a radius of 468.12 feet and a chord bearing of NORTH 35 DEGREES 47 MINUTES 34 SECONDS EAST and a chord distance of 70.36 feet) to a point; THENCE NORTH 43 DEGREES 10 MINUTES 00 SECONDS EAST a distance of 41.16 feet to a point; THENCE NORTH 23 DEGREES 34 MINUTES 41 SECONDS EAST a distance of 41.43 feet to a point; THENCE NORTH 18 DEGREES 20 MINUTES 27 SECONDS EAST a distance of 64.28 feet to a point; THENCE NORTH 10 DEGREES 49 MINUTES 10 SECONDS EAST a distance of 69.10 feet to a point; THENCE NORTH 53 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 82.33 feet to a point; THENCE NORTH 71 DEGREES 29 MINUTES 35 SECONDS EAST a distance of 52.61 feet to a point; THENCE NORTH 81 DEGREES 46 MINUTES 36 SECONDS EAST a distance of 75.28 feet to a point; THENCE NORTH 74 DEGREES 43 MINUTES 36 SECONDS EAST a distance of 68.25 feet to a point; THENCE along a curve to the left an arc length of 143.09 feet (said curve having a radius of 645.28 feet and a chord bearing of NORTH 66 DEGREES 57 MINUTES 26 SECONDS EAST and a chord distance of 142.80 feet) to a point; THENCE NORTH 59 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 75.63 feet to a point; THENCE NORTH 60 DEGREES 36 MINUTES 36 SECONDS EAST a distance of 50.52 feet to a point and POINT OF BEGINNING.

Said parcel contains 219,024 Square Feet or 5.03 Acres.

EXHIBIT F-2

CONTRACTOR'S AFFIDAVIT
AND WAIVER OF LIEN

STATE OF GEORGIA
COUNTY OF CHEROKEE

Personally appeared before me, the undersigned attesting authority in and for said State and County,
_____ ("Deponent") who, being first duly sworn, on oath deposes and says as follows:

1. That Deponent is the _____ of **North Georgia Foundations, Inc.** (hereinafter referred to as "Contractor"), and that Deponent has actual knowledge of the matters set forth herein, and has the full right and authority to execute this Contractor's Affidavit and Waiver of Lien on behalf of Contractor.
2. That Contractor has recently contracted with **Holly Springs Downtown Development Authority**, together with the **City of Holly Springs** ("Owner"), owner of the property known as **Holly Springs Town Center** and lying and being in **Land Lot 343, 15th District, 2nd Section of the City of Holly Springs, Cherokee County, Georgia**, being more particularly set forth on **Exhibit A** attached hereto and hereby made a part hereof (the "Property"), for construction of **Master Detention Pond Wall B-1** improvements (the "Improvements") on the Property.
3. Contractor hereby waives any and all lien rights on said Property for any work or services performed as of this date, as all bills for said work or services have been fully paid, and all laborers, subcontractors, materialmen and suppliers of any labor, work, material or services provided to or for the Property have been paid in full.
4. That no improvements or repairs have been made on the above described Property during the ninety (90) days immediately preceding this date which have not been paid for in full, and that there are no outstanding bills incurred for labor and materials used in making improvements or repairs on said Property, or for services of architects, surveyors or engineers incurred in connection therewith.
5. Deponent acknowledges receipt of \$ _____, said sum being the balance due Contractor under the terms of said contract, in full. This Affidavit is made under the provisions of Code Section 44-14-366 of the Official Code of Georgia Annotated, and is made for the purpose of inducing Owner to pay the balance of the contract price referenced above to Contractor.
6. Contractor warrants that all materials supplied to the Property are properly installed and free from defects and that all of the work performed by Contractor conforms with the requirements of the construction drawings, specifications and other construction documents (collectively the "Construction Documents"). Deponent further certifies that the Improvements are built in compliance with the Americans With Disabilities Act of 1990, as amended, and conform with the "National Earthquake Hazards Reduction Program Recommended Provisions for the Development of Seismic Regulations for New Buildings." Any such work not conforming to these requirements, including substitutions not properly approved or installed, shall be considered defective.
7. Contractor warrants to Owner, its successors and assigns, that Contractor has performed all work required by the Construction Documents and that all work is in substantial compliance with the Construction Documents and will remain so for a period of one year from the date of this Affidavit. Contractor further warrants that during the above stated period of one year, Contractor will make repairs to the satisfaction of Owner and at Contractor's own expense. All work shall be performed by Contractor during regular working hours and at Owner's convenience.

8. Deponent acknowledges that this Affidavit may be relied upon by a lender in making a loan to Owner secured by the Property, by Owner in making final disbursement to the Contractor, and by Owner's or said lender's title insurance company insuring the title to the Property.

Deponent has executed this Affidavit under hand and seal this _ day of _____, 20__.

Signed, sealed, and delivered in the presence of: _____ Notary Public (NOTARY SEAL)	<u>DEPONENT</u> _____(SEAL) Print Name: _____
--	--

EXHIBIT “G”

PAY REQUEST CHECKLIST

This checklist offered as a guideline to help assure timely submittal and processing of payment applications and is not intended to supersede Paragraph 5 or any other portion of the Contract.

Pre-Payment Request:

- Fully executed Contract
- Certificates of Insurance prior to commencing work.
- W-9
- List of subcontractors and suppliers with addresses and telephone numbers.
- ~~Fully executed Bond (if required).~~
- Copy of NOI as Secondary Permittee.
- Contractor Certification (Exhibit I)

Interim Payment Requests (all items are to be one original and one copy):

- Contractor Payment Application (Notarized).
- Contractor Interim Waiver and Release for work executed to date of Application along with list of all subcontractors and suppliers listed on Exhibit A of this document including Company Name, Contact Name, Company Address and Phone Number.
- Subcontractor and Supplier Interim Waiver and Release for unpaid balances of work executed to date of Application.
- Copies of supporting receipts, certificates or vouchers.
- Construction Manager certification on payment application.

Final Payment Request (all items are to be one original and one copy):

- Record Drawings – 1 original and 2 copies for a total of 3 sets
- Warranties and O & M Manuals
- Final Certificate of Use (if required)
- Completed and signed off Punch List
- Certificate of Substantial Completion
- Contractor Waiver and Release Upon Final Payment with Exhibit A attached
- Subcontractor and Supplier Waiver and Release Upon Final Payment with Exhibit A attached
- Contractor Affidavit and Waiver of Lien with Exhibit A attached
- Contractor Warranty for the benefit of Owner and referencing Project
- Consent of Surety for Final Payment (if required)

EXHIBIT “H”

WEEKLY CONSTRUCTION STATUS REPORT

Project: Holly Springs Town Center
Location: Hickory Road and Palm Street, Holly Springs GA
Contractor:
Week Ending:

Weekly Progress Report:

Trades on Site:

Schedule Issues:

Landmarks:	Landmark Date	Date Completed	Comments
1.			
2.			
3.			
4.			

Photos to be electronically sent to dme.odyssey@gmail.com each Friday by 5pm.

Submitted by:

Project Manger

EXHIBIT "I"

CONTRACTOR CERTIFICATION

Construction Manager and Contractor agree that the installation of erosion control and tree save devices according to the Erosion Control Plan and Tree Protection Plans including, but not limited to, silt fence, grassing, tree save tape and fence and other measures, are not a part of this Contract unless otherwise noted. Contractor agrees that Owner will have these devices installed in accordance with the above referenced plans. If, during the course of construction, Contractor damages or destroys any erosion control measures that are in place or tree save devices, then Contractor shall repair or replace the devices immediately at its cost and will replace any damaged tree(s), or at Construction Manager's discretion, Construction Manager shall repair and replace as necessary and shall deduct the cost thereof from Contractor's next Application for Payment. Any fines, litigation cost (including attorney's fees), and clean up cost related to the damage resulting from Contractor's damage to erosion control measures or tree save devices in place will be at the Contractor's expense and if not paid by Contractor, may be deducted from Contractor's next Application for Payment. If certain activities have the potential to damage or destroy any installed erosion control devices or tree save device, Contractor shall inform the Construction Manager's Construction Manager before the activity begins so that such damage or destruction can be avoided by Contractor. Finally, Contractor is responsible for notifying its personnel of the requirements of the Erosion Control and Tree Protection Plans and the importance of the continuing maintenance thereof.

Evidenced by signature, below, Contractor certifies that it understands the General Permit

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certificate."

"We accept all responsibilities required by such permits including, but not limited to required reporting and maintenance of on-site paperwork. Required reporting will take place until such time as a fully executed Notice of Termination has been received."

Signature (Officer's Signature Required)

Date

Taylor Ward

Printed Name

Title

EXHIBIT "J"

LEGAL DESCRIPTION

(PARCEL D)

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point on the corner common to Land Lots 306, 307, 342 and 343; THENCE proceeding along the common Land Lot Line of Land Lot 342 and 343 SOUTH 00 DEGREES 39 MINUTES 57 SECONDS WEST a distance of 253.83 feet to a point, said point being the POINT OF BEGINNING; THENCE continuing along said Land Lot Line SOUTH 00 DEGREES 49 MINUTES 44 SECONDS WEST a distance of 452.16 feet to a point; THENCE leaving said Land Lot line SOUTH 67 DEGREES 58 MINUTES 04 SECONDS WEST a distance of 351.60 feet to a point; THENCE NORTH 67 DEGREES 37 MINUTES 09 SECONDS WEST a distance of 250.47 feet to a point; THENCE NORTH 68 DEGREES 27 MINUTES 45 SECONDS WEST a distance of 55.24 feet to a point; THENCE along a curve to the left an arc length of 70.43 feet (said curve having a radius of 468.12 feet and a chord bearing of NORTH 35 DEGREES 47 MINUTES 34 SECONDS EAST and a chord distance of 70.36 feet) to a point; THENCE NORTH 43 DEGREES 10 MINUTES 00 SECONDS EAST a distance of 41.16 feet to a point; THENCE NORTH 23 DEGREES 34 MINUTES 41 SECONDS EAST a distance of 41.43 feet to a point; THENCE NORTH 18 DEGREES 20 MINUTES 27 SECONDS EAST a distance of 64.28 feet to a point; THENCE NORTH 10 DEGREES 49 MINUTES 10 SECONDS EAST a distance of 69.10 feet to a point; THENCE NORTH 53 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 82.33 feet to a point; THENCE NORTH 71 DEGREES 29 MINUTES 35 SECONDS EAST a distance of 52.61 feet to a point; THENCE NORTH 81 DEGREES 46 MINUTES 36 SECONDS EAST a distance of 75.28 feet to a point; THENCE NORTH 74 DEGREES 43 MINUTES 36 SECONDS EAST a distance of 68.25 feet to a point; THENCE along a curve to the left an arc length of 143.09 feet (said curve having a radius of 645.28 feet and a chord bearing of NORTH 66 DEGREES 57 MINUTES 26 SECONDS EAST and a chord distance of 142.80 feet) to a point; THENCE NORTH 59 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 75.63 feet to a point; THENCE NORTH 60 DEGREES 36 MINUTES 36 SECONDS EAST a distance of 50.52 feet to a point and POINT OF BEGINNING.

Said parcel contains 219,024 Square Feet or 5.03 Acres.



DDA AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council, Downtown Development Authority

CC: City Clerk
Public Information

SUBJECT: Clearing, Grinding and Hauling Master Detention Pond B-1

DATE: March 12, 2020

RECOMMENDATION: To award the clearing, grinding and hauling contract for the Master Detention Pond B-1 to Southeast Grinding in the amount of \$30,000.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Master Developer requested proposals from three (3) companies to provide clearing, grinding and hauling for the Master Detention Pond B-1. They recommend that the City of Holly Springs award the contract to Southeast Grinding. A summary of the proposals is attached to this report.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: Funds for this contract are included in the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2019

Master Detention Pond B-1
Clearing Bid Summary
3/10/2020

			Southeast Grinding		Cowart Mulch Products		Weaver Grading	
	Quantity		Unit Price	Total	Unit Price	Total	Unit Price	Total
Clear, Grind and Haul								
2.21 Acres	1	LS	\$	-	\$	-	\$	-
.75 Acre additional cleanup	1	LS	\$	-	\$	-	\$	-
Export Debris	1	LS	\$	-	\$	-	\$	-
			\$	-	\$	-	\$	-
TOTAL			\$	30,000.00	\$	45,000.00	\$	38,231.28

Southeast Grinding, Inc.
P.O. Box 962
Jasper, GA 30143
706-692-4113
Fax: 706-253-5886

PROPOSAL

Date: March 6, 2020

PROPOSAL SUBMITTED TO:

David Edwards
Odyssey Development

404-518-2750
dme.odyssey@gmail.com

PROJECT:

City of Holly Springs
Canton, GA

Total Acres: approximately 3 acres
2.21 acres cleared & .75 acre additional cleanup

Southeast Grinding, Inc., Subcontractor, proposes to log, stump, grind, and remove all timbered material on the above listed project for the sum of \$30,000.

Contractor is to provide Southeast Grinding, Inc. with safe access to timber and loading areas for both timber & grinding.

Landowner/Contractor is responsible for marking boundary lines & getting the utilities marked.

Landowner/Contractor is also responsible for all permits that the county and state require. Including but not limited to: soil erosion controls, etc.

Payment: Payment for the job will be split up into 2 payments. Half will be due when logging is complete--prior to stumping & grinding. The remainder will be due when the job is complete. Each payment due within 10 days of billing.

Thank you for allowing us the opportunity to bid the job. If you have any questions please contact us at 706-692-4113.

Proposal accepted by: _____ Date: _____
Steven W. Miller, Mayor, City of Holly Springs

Proposal accepted by: _____ Date: _____
Kevin Moore, Chairman, Downtown Development Authority of Holly Springs



DDA AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council, Downtown Development Authority

CC: City Clerk
Public Information

SUBJECT: Erosion Control Master Detention Pond B-1

DATE: March 12, 2020

RECOMMENDATION: To award the erosion control contract for the Master Detention Pond B-1 to TEC in the amount of \$12,270.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Master Developer requested proposals from five (5) companies to provide erosion control for the Master Detention Pond B-1. They recommend that the City of Holly Springs award the contract to TEC. A summary of the proposals is attached to this report.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: Funds for this contract are included in the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2019

Master Detention Pond B-1
Erosion Control Bid Summary
3/10/2020

	Quantity	Watkins Erosion Control				HydroSpec				TEC				Weaver Grading				Georgia Development Partners			
			Unit Price		Total		Unit Price		Total		Unit Price		Total		Unit Price		Total		Unit Price		Total
Erosion Control																					
Type C Silt Fence	2100	LF	\$ 2.15	\$	4,515	\$ 2.00	\$	4,200.00	\$ 2.00	\$	4,200	\$ 3.65	\$	7,665	\$ 3.67	\$	7,707				
Slope Matting at Pond	1800	SY	\$ 1.20	\$	2,160	\$ 0.98	\$	1,764.00	\$ 0.90	\$	1,620	\$ 1.44	\$	2,592	\$ 1.25	\$	2,250				
Tree Save Fencing	1050	LF	\$ 1.15	\$	1,208	\$ 1.00	\$	1,050.00	\$ 0.90	\$	945	\$ 2.50	\$	2,625	\$ 2.50	\$	2,625				
Permanent Grassing	3.0	AC	\$ 1,450.00	\$	4,350	\$ 1,400.00	\$	4,200.00	\$ 1,195.00	\$	3,585	\$ 1,820.00	\$	5,460	\$ 1,650.00	\$	4,950				
Stone Check Dams (CD-S)	4.0	EA	\$ 350.00	\$	1,400	\$ 400.00	\$	1,600.00	\$ 480.00	\$	1,920	\$ 850.00	\$	3,400	\$ 550.00	\$	2,200				
TOTAL				\$	13,632.50	\$		12,814.00	\$		12,270.00		\$	21,742.00		\$	19,732.00				

The Erosion Company, LLC
3207 South Cherokee Lane
Suite 410
Woodstock, GA 30188



corporate voice: 678.990.0207
corporate fax: 678.990.0211
www.teccompanies.com

Customer: Odyssey Development

Project Name: Holly Springs Pond B-1
Cherokee County

Contact Name: David M. Edwards

Quote Date: March 3, 2020

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
INSTALLED ITEMS					
Cd-S	Rock Check Dams	EA	4.0	\$480.00	\$1,920.00
Sd1-S	Type C Silt Fence	LF	2,100.00	\$2.00	\$4,200.00
Tsf	Tree Save Fence- wood stakes 10' o/c	LF	1,050.00	\$0.90	\$945.00
Ds3	Permanent Seeding- Hand Seed (seed, fertilizer, straw)	ACRE	3.00	\$1,195.00	\$3,585.00
Ss	Slope Mat, Straw Blanket	SY	1,800.00	\$0.90	\$1,620.00

ESTIMATED INITIAL INSTALLATION TOTAL: \$12,270

ALTERNATES

Co	Construction Exit 20' x 50' x 6"	EA	1.00	\$1,690.00	\$1,690.00
Sd1-S	Type C Systems (CPOP)	LF	2,030.00	\$2.10	\$4,263.00
Ds3	Permanent Hydroseed (seed, fertilizer, neutralime, hydromulch, tackifier)	ACRE	2.25	\$1,650.00	\$3,712.50
Ds1	Temporary Mulch	BALE	as needed	\$8.50	
Ds2	Temporary Seeding	ACRE	as needed	\$950.00	
	Maintenance Re-Fertilization	ACRE	as needed	\$350.00	

NPDES MONITORING AND REPORTING- Performed By Third Party

	Weekly, Monthly, and Post Rainfall Inspections	MO		\$393.00	
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NOTES:

- 1 **Each site visit will have a minimum \$295.00 charge.**
- 2 Quoted prices are good for 60 days prior to work commencement. Work commencing more than 60 days from the proposal date, may be subject to repricing/recontracting.
- 3 Installed prices include labor, equipment, material, and applicable tax.
- 4 All prices above do not include Davis Bacon Wages or Certified Payroll. If Davis Bacon Wages or Certified Payroll is required add 20% to all unit prices.
- 5 Any Training/certification required for any job will be billed at per man per hour labor rates for time spent.
- 6 Temporary Mulch and Temporary Seed are quoted per acre to be applied as needed.
- 7 Unit price for seeding items does not include ground prep, watering, or mowing.
- 8 The permanent seed application does not include a warranty. Rates, terms and conditions for TEC Seeding Warranty are available upon request.
- 9 Unit price reflects installation only; maintenance and removal are not included.
- 10 All quantities are estimated; billing will reflect actual amount installed.
- 11 If TEC is called out for work and the site is not ready a per man per hour charge may be billed for time waiting on site.
- 12 General Contractor responsible for traffic control, utility locates, and construction staking.
- 13 If site conditions require extra labor an additional charge will be added. This may include, but is not limited to, hand trenching, digging in rock, clearing, and hand transporting material over 500 feet.
- 14 Unless otherwise agreed upon in writing payment terms due upon receipt of invoice.

TEC is a premiere provider of vegetative and structural best management practices in the Southeast.

Thank you for the opportunity to submit this quote; we look forward to working with you on this and future projects.

Caleb Jordan mobile: 404-392-6570
Director of Estimating/Purchasing
The Erosion Company
cjordan@teccompanies.com

Corey Carroll mobile:
Sales Manager
The Erosion Company
ccarroll@teccompanies.com

TEC performs erosion control services at the direction of the contractor and their designees. Because the services TEC provides are only part of the overall site NPDES compliance package, TEC cannot guarantee that the work performed in its entirety will result in meeting the full requirements of federal, state, county, city, or other jurisdictional requirements. TEC recommends that owners/contractors engage the services of civil engineers, site designers, internal certified employees, and separate NPDES monitoring companies to ensure that their project will comply with all local and state laws.

Authorized by: _____
Steven W. Miller, Mayor, City of Holly Springs

Authorized by: _____
Kevin Moore, Chairman, Downtown Development Authority

Date: _____

Date: _____

TEC Representative: _____

Date: _____



DDA AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council, Downtown Development Authority

CC: City Clerk
Public Information

SUBJECT: Grading and Site Work Master Detention Pond B-1

DATE: March 12, 2020

RECOMMENDATION: To award the grading and site work contract for the Master Detention Pond B-1 to Weaver Grading in the amount of \$63,998.68.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Master Developer requested proposals from three (3) companies to provide grading and site work for the Master Detention Pond B-1. They recommend that the City of Holly Springs award the contract to Weaver Grading. A summary of the proposals is attached to this report.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: Funds for this contract are included in the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2019

Master Detention Pond B-1
Grading Bid Summary
3/10/2020

		Weaver Grading		Georgia Development Partners		D Douglas Hall Construction	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
Grading							
Mobilization	1	LS \$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00
Mass Grading (engineer estimate +/-6000 CY)	1	LS \$ 25,260.00	\$ 25,260.00	\$ 33,566.50	\$ 33,566.50	\$ 59,500.00	\$ 59,500.00
Fine Grading	1	LS \$ 4,500.00	\$ 4,500.00	\$ 6,654.00	\$ 6,654.00	\$ 18,000.00	\$ 18,000.00
Excavate CIP Footing (to top of footing)	1.0	LS \$ 9,321.00	\$ 9,321.00	\$ 15,845.00	\$ 15,845.00	\$ 16,000.00	\$ 16,000.00
Crushed Concrete Access Road	250	CY \$ 15.00	\$ 3,750.00	\$ 10.50	\$ 2,625.00	\$ 14.50	\$ 3,625.00
Construction Exit per Plan	1	EA \$ 3,188.00	\$ 3,188.00	\$ 4,200.00	\$ 4,200.00	\$ 1,950.00	\$ 1,950.00
Skimmer	1	EA \$ 5,300.00	\$ 5,300.00	\$ 3,750.00	\$ 3,750.00	\$ 3,900.00	\$ 3,900.00
Trash Rack	1	EA \$ 4,500.00	\$ 4,500.00	\$ 2,875.00	\$ 2,875.00	\$ 3,900.00	\$ 3,900.00
Gabion Wall (Rip Rap)	48	TN \$ 85.00	\$ 4,080.00	\$ 66.70	\$ 3,201.60	\$ 75.00	\$ 3,600.00
Rip Rap and Level Spreader per Plan	1	LS \$ 2,600.00	\$ 2,600.00	\$ 4,901.20	\$ 4,901.20	\$ 4,500.00	\$ 4,500.00
Baffle Wall (Plywood)	71	LF \$ 14.08	\$ 999.68	\$ 23.50	\$ 1,668.50	\$ 45.00	\$ 3,195.00
TOTAL			\$ 63,998.68		\$ 81,286.80		\$ 122,670.00



WEAVER GRADING, INC.

PROPOSAL DATE: MARCH 10, 2020

PROJECT: GRADING AT DETENTION POND B-1 / HOLLY SPRINGS TOWN CENTER
CITY OF HOLLY SPRINGS / CHEROKEE COUNTY

PROPOSAL REFERENCE: PROPOSAL #1

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	SUBTOTALS
GENERAL CONDITIONS					\$500.00
MOBILIZATION	1	LS	\$ 500.00	\$ 500.00	
CLASSIFIED EXCAVATION					\$63,498.68
MASS GRADING (+/- 6,000 CY FROM ENGINEER)(WASTE ON-SITE)	1.00	LS	\$ 25,260.00	\$ 25,260.00	
FINE GRADING	1.00	LS	\$ 4,500.00	\$ 4,500.00	
EXCAVATE CIP FOOTING (TOP OF FOOTING)	1.00	LS	\$ 9,321.00	\$ 9,321.00	
CRUSHED CONCRETE ACCESS ROAD (PER SKETCH)	250.00	CY	\$ 15.00	\$ 3,750.00	
CONSTRUCTION EXIT (PER PLAN)	1.00	EA	\$ 3,188.00	\$ 3,188.00	
SKIMMER	1.00	EA	\$ 5,300.00	\$ 5,300.00	
TRASH RACK	1.00	AC	\$ 4,500.00	\$ 4,500.00	
GABION WALL	48.00	TN	\$ 85.00	\$ 4,080.00	
RIP RAP & LEVEL SPREADER PER PLAN	1.00	LS	\$ 2,600.00	\$ 2,600.00	
BAFFLE WALL (PLYWOOD)	71.00	LF	\$ 14.08	\$ 999.68	
PROPOSAL GRAND TOTAL -- CLASSIFIED EXCAVATION					\$63,998.68

PAYMENT & PERFORMANCE BOND RATE: 1.5%

Authorized By:

City of Holly Springs

Date

Authorized By:

Downtown Development Authority

Date



DDA AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council, Downtown Development Authority

CC: City Clerk
Public Information

SUBJECT: Stormwater Infrastructure Master Detention Pond B-1

DATE: March 12, 2020

RECOMMENDATION: To award the stormwater infrastructure contract for the Master Detention Pond B-1 to Weaver Grading in the amount of \$99,998.48.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Master Developer requested proposals from three (3) companies to install stormwater infrastructure for the Master Detention Pond B-1. They recommend that the City of Holly Springs award the contract to Weaver Grading. A summary of the proposals is attached to this report.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: Funds for this contract are included in the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2019

Master Detention Pond B-1
Storm Bid Summary
3/10/2020

	Quantity		Weaver Grading			Georgia Development Partners			D Douglas Hall Construction					
				Unit Price	Total		Unit Price	Total		Unit Price	Total			
Storm														
Mobilization	1.0	LS	\$	500.00	\$	500.00	\$	2,000.00	\$	2,000.00	\$	4,500.00	\$	4,500.00
Junction Box	6.0	EA	\$	4,380.00	\$	26,280.00	\$	6,074.09	\$	36,444.54	\$	1,500.00	\$	9,000.00
Additional Depth	53.0	VF	\$	189.00	\$	10,017.00	\$	229.08	\$	12,141.24	\$	650.00	\$	34,450.00
60" Headwall	1.0	EA	\$	2,241.00	\$	2,241.00	\$	2,526.51	\$	2,526.51	\$	4,500.00	\$	4,500.00
48" RCP CL III	319.0	LF	\$	121.12	\$	38,637.28	\$	133.51	\$	42,589.69	\$	145.00	\$	46,255.00
48" CMP AT 2	180.0	LF	\$	79.24	\$	14,263.20	\$	71.35	\$	12,843.00	\$	60.00	\$	10,800.00
Cored and Bricked for Future B2, B3 and B4	3.0	EA	\$	500.00	\$	1,500.00	\$	275.00	\$	825.00	\$	850.00	\$	2,550.00
Bedding Stone	108.0	TN	\$	40.00	\$	4,320.00	\$	38.00	\$	4,104.00	\$	52.00	\$	5,616.00
Backfill Stone	56.0	TN	\$	40.00	\$	2,240.00	\$	38.00	\$	2,128.00	\$	52.00	\$	2,912.00



WEAVER GRADING, INC.

PROPOSAL DATE: MARCH 10, 2020

**PROJECT: STORM AT DETENTION POND B-1 / HOLLY SPRINGS TOWN CENTER
CITY OF HOLLY SPRINGS / CHEROKEE COUNTY**

PROPOSAL REFERENCE: PROPOSAL #1

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	SUBTOTALS
GENERAL CONDITIONS					\$500.00
MOBILIZATION	1	LS	\$ 500.00	\$ 500.00	
STORM SYSTEM					\$99,498.48
JUNCTION BOX	6.00	EA	\$ 4,380.00	\$ 26,280.00	
ADDITIONAL DEPTH	53.00	VF	\$ 189.00	\$ 10,017.00	
60" HEADWALL	1.00	EA	\$ 2,241.00	\$ 2,241.00	
48" RCP CL III	319.00	LF	\$ 121.12	\$ 38,637.28	
48" CMP ALUMINIZED TY 2 16 GA	180.00	LF	\$ 79.24	\$ 14,263.20	
CPORED AND BRICKED FOR FUTURE (B2/B3/B4)	3.00	EA	\$ 500.00	\$ 1,500.00	
BEDDING STONE (#57)	108.00	TN	\$ 40.00	\$ 4,320.00	
BACKFILL STONE (#57)	56.00	TN	\$ 40.00	\$ 2,240.00	
PROPOSAL GRAND TOTAL -- CLASSIFIED EXCAVATION					\$99,998.48

PAYMENT & PERFORMANCE BOND RATE: 1.5%

Authorized By:

City of Holly Springs

Date

Authorized By:

Downtown Development Authority

Date