



City of Holly Springs

Date: Wednesday, March 17, 2021
Location: 3235 Holly Springs Parkway

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

- I. CALL TO ORDER
- II. OATH OF OFFICE CEREMONY
- III. NEW BUSINESS
 - A. Approve/deny a proposal from Foresite Group, Inc. for Pond B1 and Pond B2 Landscaping Bid Package and Site Lighting Photometrics in an amount not to exceed \$8,500 and authorize and ratify the Chairman's execution of the document *Presented By: Robert H. Logan, City Manager*
 - B. Approve/deny awarding the City of Holly Springs Town Center Demolition Project, RFB #2020-05, to Complete Demolition Services, LLC in an amount not to exceed \$109,000, and authorize and ratify the Chairman's execution of the document
Presented By: Robert H. Logan, City Manager
 - C. Approve/deny October 21, 2020 Downtown Development Authority meeting minutes
- IV. REPORTS
- V. ADJOURNMENT



3740 Davinci Court, Suite 100
Peachtree Corners, Georgia 30092
o | 770.368.1399
f | 770.368.1944
w | www.fg-inc.net

February 1, 2021

VIA EMAIL

Rob Logan
City of Holly Springs
Holly Springs Downtown Development Authority
3235 Holly Springs Pkwy
Holly Springs, GA 30115

**Re: Letter Agreement for Professional Design Services
Holly Springs Town Center
Add Service #2: Pond B1/B2 Landscape Bid Package & Site Lighting Photometrics
Holly Springs, Georgia**

Mr. Logan:

Foresite Group, LLC thanks you for the opportunity to submit this Proposal for Additional Services to the City of Holly Springs and Holly Springs Downtown Development Authority for providing Professional Design Services for the above referenced project. Our Project Understanding is detailed below, and the following Proposal details the Scope of Services, Additional Services, Fees, and Hourly Rate Schedule.

Project Understanding

Foresite Group has been requested to provide an add service proposal for landscape, fencing, column bid package at Pond B1 and B2 as well as site lighting photometric plans and site lighting coordination for Town Center.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. Pond B1 and B2 landscape plans to be designed using civil design completed by others and provided in CAD by Client. Bid package to include column, fencing, planting layout and associated details. See exhibit A for pond locations.
2. Four (4) site visits are included during design and construction for the Pond B1/B2 bid package.
3. Weiser Engineering, a sub-consultant of Foresite Group, will provide Site Lighting photometric plans and coordination with GA Power in development of plan.
4. Permitting and impact fees will be paid by Client. Permitting will be managed by the Client with Foresite Group addressing permit comments.
5. Bidding will be managed and advertised by others.

SECTION 1

Scope of Services

Task 1 – Pond B1 & B2 Landscape Bid Package: *Foresite Group will complete the following tasks as part of this task:*

1. Conduct one (1) site visit for Pond B1 to review existing conditions and meet with neighbors to discuss plant selection. *Completed*
2. Prepare an exhibit with example photos and preliminary landscape, fencing and column layout for Client review. *Completed*
3. Incorporate Client comments into final site and landscape plan with associated fencing and column details.
4. Issue final Pond B1 plans to Client for submittal to municipality for permitting.
5. Conduct one (1) site visit for Pond B2 to review existing conditions.
6. Prepare a preliminary landscape, fencing and column layout for Client review.
7. Incorporate Client comments into final site and landscape plan.
8. Issue final Pond B2 plans to Client for submittal to municipality for permitting.
9. Compile approved Pond B1 and B2 landscape plans and details into one bid package. Submit bid package to Client to issue for bid.
10. Conduct one (1) site visit to assist with layout of fencing and columns for Pond B1 and B2.
11. Conduct one (1) site visit to assist with layout of proposed planting for Pond B1 and B2.

Deliverables:

- *PDF exhibit of plant photos and fencing layout*
- *PDF of bid package*

Task 2 – Site Lighting Photometrics: *A sub-consultant of Foresite Group will complete the following tasks as part of this phase:*

1. Assist with selection of site lighting fixtures.
2. Incorporate approved fixture into site lighting photometric calculations.
3. Incorporate Site Lighting Photometric Plan into the Design Development submittal and submit for Client review.
4. Incorporate Site Lighting Photometric Plan into final Construction Document submittal.

Deliverables:

- *PDF's of Design Development Site Lighting Photometric Plans.*
- *PDF's of Construction Document Site Lighting Photometric Plans.*

SECTION 2

Additional Services

(items not included in this scope but can be provided at an additional fee)

1. Construction documents beyond those listed in the scope.
2. Meetings and additional site visits outside scope of services.
3. Work resulting from changes made in the contract documents to facilitate construction procedures requested after release of the contract documents.
4. Additional Bidding Assistance beyond that in the original scope.
5. Additional Construction Administration beyond that in the original scope.
6. Punch lists for Pond Landscaping.

SECTION 3

Fees

Task	Task Fee
Task 1 – Pond B1 & B2 Landscape Bid Package	\$ 4,000.00
Task 2 – Site Lighting Photometrics	\$ 4,500.00
Total	\$ 8,500.00

All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, LLC., 3740 Davinci Court, Suite 100, Peachtree Corners, GA 30092.

Invoices are due to Owner's Representative no later than the 10th of each month for services rendered the previous month. Payment will be made on or before the 15th of the following month.

Hourly Rate Schedule
(To be Adjusted Annually)

Principal	\$ 225-285/hour
Practice Leader	\$ 195-225/hour
Director of Engineering, P.E.	\$ 195-205/hour
Division Director	\$ 150-205/hour
Senior Project Manager	\$ 150-195/hour
Senior Project Engineer, P.E.	\$ 150-185/hour
Project Manager	\$ 130-150/hour
Project Engineer, P.E.	\$ 125-150/hour
Project Landscape Architect, RLA	\$ 120-145/hour
Project Analyst	\$ 100-125/hour
Senior Designer	\$ 115-125/hour
Designer	\$ 95-105/hour
CAD Drafter	\$ 80-90/hour
Administrative Assistant	\$ 65/hour

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign two copies of this Letter Agreement in the spaces below. Retain one copy for your records and return the other to our office.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, LLC.

By: 

Name: Jonathan Bullard, RLA

Title: Greenspace + Land Design, Senior Project Manager

Date: February 1, 2021

Client:
City of Holly Springs

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

Client:
Holly Springs Downtown Development Authority

By: _____
(Signature)

Name: _____
(Printed Name)

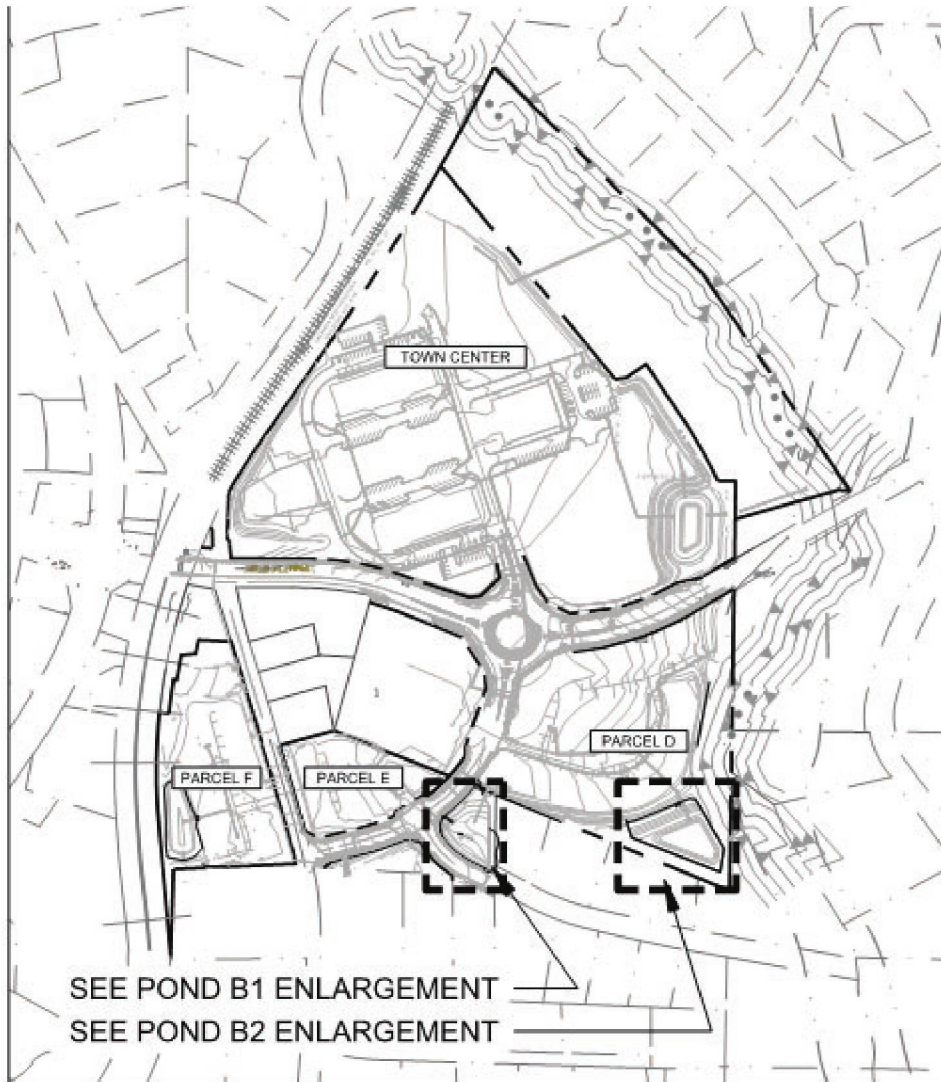
Title: _____

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
City of Holly Springs Downtown Development Authority
dme.odyssey@gmail.com
Attn: David Edwards

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:
Foresite Group, LLC.
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092

Exhibit 'A'
Pond B1 & B2 Vicinity Map





January 27, 2021

City of Holly Springs
Downtown Development Authority of Holly Springs
Attn: Mr. Rob Logan, City Manager
P.O. Box 990
Holly Springs, GA. 30142

Dear Mr. Logan,

With regard to RPB #2020-05, the Holly Springs Town Center Demolition Project, please allow this letter to serve as our recommendation to contract with Complete Demolition Services, LLC to perform this work. After offering this project for public bid in which we received 35 requests for the bid documents and having received seven (7) actual bids, this contractor submitted the most competitive bid.

A long list of references was submitted by the contractor and we spoke with the following:

1. **Mr. Howard Coogler, Lexington (SC) School District 2.** Demolition contract for Pineview Elementary School. Mr. Coogler gave a strong recommendation. He "couldn't say enough good things about Complete Demolition" and gave "two thumbs up".
2. **Ms. Becca Donnelly, City Engineer, City of Sandy Springs, GA.** Ms. Donnelly said the city has done multiple projects with Complete Demolition that went smoothly with no problems. They would use them again.
3. **Mr. Slade Helmly, Internal Project Executive for Savannah School District.** Mr. Helmly said they have done two school projects with Complete Demolition. For one of them, Complete Demolition finished its scope 6-8 weeks early. Per Mr. Helmly, they "do what they say they'll do and in a professional manner with all safety measures in place."

Based on these reference responses and the competitive bid received, we recommend that Complete Demolition Services, LLC be contracted for this work.

Sincerely,

A handwritten signature in blue ink, appearing to read "CDH", is written over a horizontal line.

Charles D. Heiser, Jr., Manager
Stonecrest Homes GA, LLC



City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
Phone: 770-345-5536

Town Center Demolition Project
Project Number: RFB # 2020-05
January 14, 2021 @ 10:00 AM

	Company	Address	Date Received	Time	Amount	COMMENTS	Bid Bond Present	Addendum Acknowledged
1	Wrecking Corp of America LLC	7465 Brookstead Crossing Duluth, GA 30097	1/13/2021	2:45 PM	\$ 248,000.00		Yes	Yes
2	Magnum Contracting, LLC	2 Mountain Park Drive, W Jasper, GA 30143	1/13/2021	4:26 PM	\$ 181,811.00		Yes	Yes
3	The M Mitchell Group, LLC	128 Newnan Street Carrollton, GA 30117	1/14/2021	8:48 AM	\$ 349,116.77		Yes	Yes
4	Southern Environmental Services, Inc.	1059 Triad Court, # 12 Marietta, GA 30062	1/14/2021	9:13 AM	\$ 130,960.00		Yes	Yes
5	Georgia Development Partners	300 Galleria Parkway SE, Ste 310 Atlanta, GA 30339	1/14/2021	9:29 AM	\$ 215,771.19		Yes	Yes
6	L-J, Inc.	615 Knox Abbott Drive, Ste. 200 Cayce, SC 29033	1/14/2021	9:30 AM	\$ 171,994.00		Yes	Yes
7	Complete Demolition Services, LLC.	PO Box 176 Carrollton, GA 30112	1/14/2021	9:35 AM	\$ 109,000.00		Yes	Yes
8								
9								
10								
11								
12								

The spreadsheet above represents a summary of the proposals/bids opened by the City of Holly Springs in reference to project Town Center Demolition Project, Project Number: RFB # 2020-05 on January 14, 2021 at 10:00 AM.

This 14th day of January 2021.

Robert H. Logan
Robert H. Logan, City Manager

Subscribed and sworn to before me

This 14th day of January 2021.

Karen Norred
Karen Norred, NOTARY PUBLIC
My Commission Expires: 12/21/2023



SITework CONTRACT

Holly Springs Town Center Demolition Project Holly Springs, GA

This Contract (hereinafter "**Contract**") made this ____ day of **January, 2021**, among the **City of Holly Springs and the Downtown Development Authority of Holly Springs** (hereinafter referred to as "**Owners**"), and **Complete Demolition Services, LLC** (hereinafter referred to as "**Contractor**"), and relating to work to be performed in the **Holly Springs Town Center Demolition Project** in the City of Holly Springs, Cherokee County, Georgia, as more particularly described in **Exhibit "J" (Legal Description)** attached hereto and incorporated herein by reference thereto (hereinafter referred to as "**Project**"). The Engineer for the Project is **Southeastern Engineering, Inc.** (hereinafter referred to as "**Engineer**"). This work is to be administrated by **Stonecrest Homes GA, LLC** (hereinafter referred to as "**Project Manager**"). The terms Owners and Project Manager include their authorized representatives.

WITNESSETH

1. Definitions.

1.1. The Contract Documents. The "**Contract Documents**" consist of this Project Contract and the bid documents as set forth on **Exhibit "A"** ("Instruction for Bidders"), which plans and specifications are incorporated herein by reference and all other items as reflected in **Exhibit "B" (Site Work General Conditions)**. 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 Owners have signed a Change Order in connection therewith. Once the final plans and specifications have been completed by Owners, they shall be substituted for those plans and specifications set forth on **Exhibit "A"** attached hereto.

1.2. The Work. The "**Work**" is comprised of **Demolition, Concrete Crushing, Grading and Haul off, as per the Bid Documents** 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 Owners reserve 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, approved and signed by Owners 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 Owners and Project Manager before Contractor shall be entitled to any payment hereunder.

1.4 A Notice to Proceed will be issued by the Owners with the Commencement Date (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 Owners, and shall not be removed prior to completion of the Work, unless by personal accident, emergency, or by approval of the Owners.

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 Owners 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. Owners 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 Owners; 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 Owners if the Contract Documents are at variance therewith. Contractor agrees that it shall be solely liable for any failure to properly obtain any permit, license or properly give any notice (including, without limitation, any notice required to be given by Owners) and for any failure to satisfy all requirements of any such permit, fee, license or notice. If Owner have obtained a permit, fee or license or has given a notice, and the Owners assigns such permit, fee, license or notice to Contractor, the Contractor agrees to accept such assignment and to be solely responsible for all requirements of such permit, fee, 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 Owners other than the contractual relationship described herein.

2.9. The Contractor, at all times, 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 graded to a smooth finish, 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 Owners and Project 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 Owners or their representatives and/or architects.

2.11 The Owners and its representatives, the Owners' Lender (as hereinafter defined and if applicable) and its representative or any other such designated persons which have been given approval by the Owners 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 Owners, Owners' agents, Owners' tenant(s), Owners' Lender and by public authorities concerned with such Work. The Owners may use the services of a Project Manager to execute its responsibilities.

2.12 The Owners may require a Project 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 Project 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. The Project Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Project 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 Project Manager.

3. Assignment.

3.1 Contractor will not assign this Contract nor assign any money due or to become due to it hereunder without prior written consent of Owners.

4. Completion Date.

4.1. The Contractor shall immediately commence the Work hereunder 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 on or before **the date stated in the Notice of Proceed (NTP)**, 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 the Owners' Representative 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 Owners 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), 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 Owners' Representative, provided that the Contractor advised the Owners' Representative 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 Owners' Representative 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 Owners' Representative, 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 Owners 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 **109,000.00** (the "Stipulated Sum") based upon the Schedule of Values ("SOV") set forth in **Exhibit "C"** attached hereto.

5.2. Periodic payments of the Contract price will be disbursed to the Contractor in the form of Application and Certificate for Payment in form AIA Document G702 as set forth in Exhibit "D". The Application and Certificate for Payment will be submitted to Project Manager as construction progresses as follows:

5.2.1. With each progress payment, the Contractor shall submit to the Project Manager one (1) copy of an itemized Application and Certificate for Payment in form AIA Document G702 as set forth on **Exhibit "D"** attached hereto to dme.odyssey@gmail.com notarized, certifying as to the completion of each project item, 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 payment and the value thereof and supported by such data substantiating the Contractor's right to payment as the Owners may reasonably require, and reflecting 10% retainage and less the aggregate of previous payments made by the Owners. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owners:

(1) duly executed **Contractor Interim Waiver and Release Upon Payment** (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 and Release Upon Payment** (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 Owners copies of supporting receipts, certificates or vouchers. If requested, Contractor shall exhibit or cause to be exhibited to Owners 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, Owners may suspend further payment under this Contract until such lien shall have been discharged of record. All work which is usually done at the stage of project when the payment is requested, must in the judgment of the Project Manager and 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 Owners reserve the right to withhold funding on stored materials. In the event the Owners 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 owners.

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

No payment shall be made to Contractor unless the Owners have 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 Owners 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 Project Manager must certify Contractor's Application for Payment before any payment on such Application for Payment shall be made from Owners to Contractor.

5.2.2. Until the entire Project is completed, The Contractor shall submit, **on or before the fifth (5) day of each month** for work complete and in place at the end of the previous month, evidence satisfactory to Owners 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 **twentieth (20)** day of the following month after the Contractor makes its submission to Owners as hereinbefore described.

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

5.2.4. Any payment(s) may be withheld by the Owners 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 Owners 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) Owners has reasonable concern that there will be a substantial schedule overrun.

5.2.5. In the event the Owners fail 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 Owners 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 Owners payment for all Work executed.

5.2.6. 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.

5.2.7. Pay-Request Checklist, see **Exhibit "G"**.

5.3 Final Payment constituting the entire unpaid balance of the Stipulated Sum shall be made by the Owners 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 Owners, Project Manager. In consideration of the foregoing, the final payment shall be made by the Owners not more than 45 days after the Contractor has satisfied all the conditions for the final Application for Payment.

5.3.1 All Work, including punch list items, shall be completed and accepted by the Owners, the Engineer, and all other authorities having jurisdiction over the Work, except those items which are beyond Contractor's control.

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

5.3.2.1 The Contractor's Waiver and Release Upon Final Payment (**Exhibit "F"**) for the amount of the Final Payment, and

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

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

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

5.3.2.6 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.

6. Extras.

6.1 No extra work or charges claimed by Contractor will be recognized or paid for unless approved in writing by Owners 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.

7.1 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 Owners; or (7) fail to perform promptly and diligently, in accordance with the provisions of this Contract; or (8) fail to maintain the Project 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 Owners, 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 Owners or an agent empowered by the Owners, may without prejudice to any other rights or remedies in law or equity of the Owners 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 Owners to stop the Work shall not give rise to any duty on the part of the Owners to exercise this right for the benefit of the Contractor or any other person or entity. Owners 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 the Owners exercises said right of termination and cancellation, Owners 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 Owners 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 Owners, 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 Owners 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 Intentionally Deleted

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 "Indemnites") 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 Owners 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 Owners 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 Owners and all of their respective directors, officers, employees, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnites") 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 Owners. 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 Owners with a separate indemnification from the subcontractors to the contractor that will be provided to Owners.

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 fifteen (15) days therewith, bond off such liens, secure their satisfaction and cancellations, assuming Owners 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, Owners may remove the same at the expense, including cost of legal fees of Contractor, which shall be deducted from the Stipulated 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 Owners (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 Owners. Contractor also agrees to provide Owners with its Financial Statement if requested by Owner. Further, the Contractor agrees to indemnify Owners from any loss due to disbursing funds to Contractor when Contractor is providing anything other than unconditional lien waivers as to Contractor and all subcontractors.

10.5 Notwithstanding the foregoing, the Owners reserve 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 Owners, in the Owners' sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse Owners, upon demand, for any payments so made.

10.6 In the event that Owners 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 Warranty Period, all liability assumed by it hereunder and shall furnish the Owners with evidence of insurance coverage to protect the Owners, Project Manager and Owner's Lender (if applicable) in the form, amount and with an insurer satisfactory to the Owners. 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.

11.1.5 Other Provision:

Commercial General Liability policies shall be endorsed to:

- 1. Provide that such insurance shall be primary in respect to any insurance or self-insurance maintained by the City,
- 2. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City,
- 3. Description of Operations/Locations/Vehicles shall state "Construction, development, and management of the Holly Springs Town Center Demolition Project as described in Contract Documents.

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 Owners 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 Project Manager and the Contractor as their interests appear, including Owners' Lender, if any, and (b) shall not be canceled or the amount of liability reduced without thirty days prior written notice to the Owners, 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 shall 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 Owners and Owners' 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 Owners and Owners' 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 the Owners or Owners' 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: **Downtown Development Authority of Holly Springs
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142**

Additional insured: **Downtown Development Authority of Holly Springs; 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 the Owners:

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

12.2. Other Cost Supporting Information: The Owners 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. 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.

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

Downtown Development Authority of Holly Springs
City of Holly Springs
PO Box 990
Holly Springs, GA 30142
Phone: 770-345-5536

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

And to Contractor: Complete Demolition Services, LLC
P.O. Box 176
Carrollton, GA. 30112
Phone: (770) 830-9996

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.

16. 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.

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

18. Owner's Right to Carry Out the Work. Owners 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 Owners 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 Owners, including compensation for architect's or engineer's additional services made necessary by such default, neglect or failure, but no action taken by Owners 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 Owners thereunder, then, in addition to any other remedy due the Owners, the Contractor shall pay the difference to Owners.

19. 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 Contractor Certification **Exhibit "I"**. A copy of all fully executed **Exhibit "I"** will be provided to the Owner and a copy maintained on site, prior to any earth disturbing activities.

20. 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 Cherokee County, 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.

21. List of Exhibits.

Exhibit "A"	Bid Documents
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"	Intentionally Omitted
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:
Downtown Development Authority of Holly Springs.

Contractor:
Complete Demolition Services, LLC

By:
Its:

By:
Its: Managing Member

Witness

Witness

City of Holly Springs

By:
Its:

Witness

EXHIBIT “A” – Bid Documents

(attached)

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. 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.
2. Contractor acknowledges that the tracking of mud and dirt onto pavement and other properties by its personnel or its subcontractors is 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%.
3. 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.
4. 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.
5. 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 infrastructure from damage. In the event any of the foregoing is damaged due to contractor neglect, Contractor shall remedy the same at Contractor's cost.
6. 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.
7. 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.
8. All parties agree that Contractor is responsible for maintaining and submitting all documentation that may be required by governing authorities.
9. 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.

10. 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.
11. 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.
12. Debris will not be buried on site except with the written approval of the Owners, 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.
13. 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%.
14. 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.
15. 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.
16. 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.
17. Any damage caused by Contractor's staff 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%.

EXHIBIT “C”

**SCHEDULE OF VALUES
(attached)**

EXHIBIT “D”

**APPLICATION FOR PAYMENT
(attached)**

EXHIBIT "E"

INTERIM WAIVER AND RELEASE UPON PAYMENT
(CONTRACTOR)

STATE OF GEORGIA
COUNTY OF CARROLL

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS TO FURNISH DEMOLITION WORK FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS TOWN CENTER DEMOLITION RFB #2020-05 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 306 & 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

TO INDUCE SAID OWNER TO PAY THE SUMS SPECIFIED IN THIS WAIVER, THE UNDERSIGNED AFFIRMS AND CERTIFIES THAT THE ONLY INDIVIDUALS AND/OR ENTITIES WHO HAVE BEEN EMPLOYED BY THE UNDERSIGNED AND HAVE SUPPLIED MATERIALS OR LABOR IN CONNECTION WITH THE ON THE AFORESAID PROJECT ARE SET FORTH ON EXHIBIT E-A ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

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 _____ 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 FOR SAID BUILDING OR PREMISES.

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

_____ NOTARY PUBLIC (NOTARY SEAL)	COMPLETE DEMOLITION SERVICES, LLC BY: _____ PRINT NAME: _____ PRINT TITLE: _____ (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 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 COMPLETE DEMOLITION SERVICES, LLC TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS TOWN CENTER DEMOLITION RFB #2020-05 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 306 & 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.

EXHIBIT "F"

WAIVER AND RELEASE UPON FINAL PAYMENT
(CONTRACTOR)

STATE OF GEORGIA
COUNTY OF CARROLL

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TO FURNISH DEMOLITION WORK FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS TOWN CENTER DEMOLITION RFB #2020-05 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 306 & 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

UPON RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN 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, AND THE UNDERSIGNED HEREBY AFFIRMS, WARRANTS, AND REPRESENTS THAT ALL LABORERS, SUBCONTRACTORS, MATERIALMAN, AND SUPPLIERS CONTRACTED BY THE UNDERSIGNED AND SUPPLYING ANY LABOR, WORK, MATERIAL OR SERVICES FOR SAID PROPERTY HAVE BEEN PAID IN FULL.

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

NOTARY PUBLIC (NOTARY SEAL)	BY: _____ PRINT NAME: _____ PRINT TITLE: _____ (Must be a 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-A

Legal Description of Improvements

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 COMPLETE DEMOLITION SERVICES, LLC TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS TOWN CENTER DEMOLITION RFB #2020-05 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 306 & 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 of Improvements

EXHIBIT F-2

CONTRACTOR'S AFFIDAVIT
AND WAIVER OF LIEN

STATE OF GEORGIA
COUNTY OF CARROLL

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 _____ (title) of **Complete Demolition Services, LLC** (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 the City of Holly Springs and the **Downtown Development Authority of Holly Springs** ("Owners"), owners of the property known as **Holly Springs Town Center Demolition RFB #2020-05** and lying and being in **Land Lots 306 343, 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 **demolition** 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> Complete Demolition Services, LLC _____(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
- E-Verify
- 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 “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 deduce 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 Project 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

Printed Name

Title

EXHIBIT “J”

**LEGAL DESCRIPTION
(ATTACHED)**

INVITATION TO BID

City of Holly Springs Town Center Demolition Project

**Project Number:
RFB # 2020-05**

CITY OF HOLLY SPRINGS

3237 HOLLY SPRINGS PARKWAY

HOLLY SPRINGS, GEORGIA 30115

**Honorable Steven W. Miller – Mayor
Honorable Karen Barnett – Council Member
Honorable Dee Phillips – Council Member
Honorable Kyle Whitaker – Council Member
Honorable Jeff Wilbur – Council Member
Honorable Michael R. Zenchuk II – Council Member**

Date of Opening: January 14, 2021

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* All mandatory documents must be present in the bid package.

INVITATION TO BID

The City of Holly Springs, located at 3237 Holly Springs Parkway, Holly Springs, Georgia 30115, will receive sealed bids until:

Thursday January 14, 2021, 10:00 am EST

For the project known as:

***City of Holly Springs
Town Center Demolition Project
Project Number: RFB # 2020-05***

Bids are **due by 10:00 am EST**, and will be opened and read aloud shortly thereafter in the Council Chambers of the Holly Springs Municipal Building, 3235 Holly Springs Parkway, Holly Springs, Georgia 30115. No other determination of award will take place at the bid opening. Bids received after the designated time will not be considered. The Owners of the project is the City of Holly Springs and the Downtown Development Authority of Holly Springs. The Engineer for the project is **Southeastern Engineering, Inc.**

The approximate extent and character of the Work is generally described as follows:

Demolition of buildings and flatwork at the Town Center site in the City of Holly Springs, GA.

Bidders shall inform themselves concerning Georgia Laws and comply with same.

Bidding Documents may be obtained by contacting David Edwards by email at dme.odyssey@gmail.com.

All engineering and technical questions should be directed to David Edwards at dme.odyssey@gmail.com.

The time allowed for Substantial Completion is **sixty (60) consecutive days** from the date specified in the **Notice to Proceed**. Nonrefundable liquidated damages in the amount of \$500 per calendar day (except Sundays and federal holidays) will be deducted from monies due the Contractor in the event that a portion of the work remains incomplete beyond the agreed upon contract completion date. The official **Notice to Proceed** is anticipated to be given to the chosen contractor in the winter of 2021.

Each Bid must be accompanied by a Bid Bond with good and sufficient surety or sureties approved by the owner for faithful acceptance of the contract, payable to, in favor of, and for the protection of the OWNERS in an amount equivalent to five percent (5%) of the total amount payable by the terms of the contract.

The Successful Bidder will be required to furnish a performance bond for one hundred percent (100%) of the awarded project bid amount and a payment bond for one hundred percent (100%) of the awarded project bid amount, with the executed Contract meeting the requirements of the Instructions for Bidders. The terms and time for payment are set forth in the Contract.

Surety and insurance companies must have an AM Best rating of A-6 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be

licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

Requests for payments are due by the Fifth (5th) of the month for payment by the Twentieth (20th) of the month less 10% retainage. Retainage will be held until final acceptance of the project by the City of Holly Springs.

All Bids will remain subject to acceptance for 60 days after the date of the Bid opening, but the OWNERS may, in its sole discretion, release any Bid and return the Bid security prior to that date.

Each bid must be submitted in a SEALED ENVELOPE addressed to the OWNERS. Each sealed envelope containing a bid must be plainly marked on the outside as, Sealed Bid for **“City of Holly Springs Town Center Demolition Project”**, and the envelope should bear on the outside the name and address of the bidder.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in a separate mailing envelope and plainly marked on the outside as, Sealed Bid for **“City of Holly Springs Town Center Demolition Project”** to the attention of the OWNERS. The mailing address is P.O. Box 990, Holly Springs, GA 30142. Bids may be hand-delivered to Holly Springs City Hall at 3237 Holly Springs Parkway, Holly Springs, GA 30115.

The Owners reserves the right to reject any or all Bids, to waive formalities and re-advertise.

Steven W. Miller, Mayor
City of Holly Springs

INSTRUCTIONS FOR BIDDERS

Bids will be received by the City of Holly Springs and the Downtown Development Authority of Holly Springs (hereinafter called the "Owners") at City Hall until **10:00 A.M. Eastern Standard Time, Thursday, January 14, 2021**. Bids will be publicly opened and read aloud in the Council Chambers shortly thereafter.

Each bid must be submitted in a sealed envelope, addressed to the City of Holly Springs, 3237 Holly Springs Parkway, Holly Springs, Georgia 30115. Each sealed envelope containing a bid must be plainly marked on the outside as **Sealed Bid for "City of Holly Springs Town Center Demolition Project"** and the envelope should bear on the outside the name and address of the bidder. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and plainly marked on the outside as, Sealed Bid for **"City of Holly Springs Town Center Demolition Project"** to the attention of the OWNER. The mailing address is PO Box 990, Holly Springs, Georgia 30142.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owners shall have the right to waive any informality, irregularity, or insufficiency in the bid procedure and in any bid(s) received and to accept the bid which, in the Owners' sole judgment, is in the Owners' best interest. The Owner shall have the right to accept any bid.

The owners may waive any informalities or minor defects or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the project cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owners and the bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and/or specifications including any addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the scope of the work to be done.

The Owners shall provide to bidders prior to bidding, all information which is pertinent to, and delineates and describes, the land owned, and rights-of-way acquired or to be acquired. The bid documents contain the provisions required for the completion of the project. Information obtained from an officer, agent, or employee of the Owners or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a bid bond payable to the Owners for five percent (5%) of the total amount of the bid. As soon as the project has been awarded, the Owners will return the bid bonds of all except the three (3) lowest responsible bidders. When the contract is executed, the remaining bid

bonds will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

A performance bond for one hundred percent (100%) of the awarded project bid amount and a payment bond for one hundred percent (100%) of the awarded project bid amount, with a corporate surety approved by the Owners, will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond, a certified and effectively dated copy of their powers of attorney.

If a project is awarded, the Owners will select the bid that is in the best interest of the City of Holly Springs and the Downtown Development Authority of Holly Springs. The project will be awarded, if at all, within sixty (60) calendar days after the opening of the bids, unless a longer period is specified in the bid or the successful bidder agrees, in writing, for a longer period for the award. The successful bidder will be notified by an e-mail, letter to the address shown on his bid, that his bid has been accepted and that he has been awarded the project.

The party to whom the project is awarded will be required to execute the contract and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary contract and forms. In case of failure of the bidder to execute the contract, the Owners may at his option consider the bidder in default; in which case the bid bond accompanying the bid shall become the property of the Owners.

The Owners within ten (10) days of receipt of acceptable performance bond, payment bond and contract signed by the party to whom the contract was awarded shall sign the contract and return to such party an executed duplicate of the contract. Should the Owners not execute the contract within such period, the bidder may by written notice withdraw his signed contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owners.

The Notice to Proceed shall be issued within ten (10) days of the execution of the contract and receipt of the executed payment bond and performance bond by the Owners. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owners and contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the contractor may terminate the contract without further liability on the part of either party.

The Owners may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owners all such information and data for this purpose as the Owners may request. The Owners reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owners that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the bidding documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his/her bid.

The low bidder shall supply the names and addresses of subcontractors when requested to do so by the Owners.

MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the bid package before further consideration will be given.

Bid Requirements

- a. Cover letter including the Project Name and Number with Company name and proposed project contact information
- b. Bid Bond (5% of bid amount)
- c. Contractor Qualification Statement
- d. Bid Schedule
- e. Bid Execution Form
- f. Evidence of Insurance
- g. Addenda Certification
- h. SAVE Affidavit
- i. E-Verify Affidavit
- j. Drug and Alcohol Compliance Form
- k. Vendor Application
- l. W-9 Form
- m. Vendor Reference Sheet
- n. Municipal Governments Prior Work Reference Sheet
- o. Copy of current business license/occupational tax certificate

BID SCHEDULE

<u>Item No</u>	<u>Decription</u>	<u>Qty</u>	<u>Unit</u>	<u>Total Price</u>
1.	Building & Flatwork Demolition	1	LS	
2.	Concrete Crushing (piled at 411 Hickory Rd)	1	LS	
3.	Haul Off (all debris except crushed material)	1	LS	
4.	Grading to smooth surface of disturbed areas	1	LS	
	Total Price:			

CONTRACTOR SIGNATURE: _____

CONTRACTOR SEAL: _____

DATE: _____

BID EXECUTION FORM

To: City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142

Date: _____

From: _____
(Contractor)

(Address)

I have examined the Invitation to Bids, Instructions for Bidders, Supplemental Specifications, General Conditions, Special Provisions, and Drawings for the project entitled **City of Holly Springs Town Center Demolition Project**.

I have examined the site and the conditions affecting the work. I have also received Amendments Numbered _____ and have included their provisions in this bid.

I propose to furnish all services, labor, material, tools, equipment, transportation, supervision and other items necessary to complete the **City of Holly Springs Town Center Demolition Project** in its entirety, in accordance with the Specifications and Drawings, for the unit price sum of:

_____ Dollars (\$_____),

In submitting this bid, I also agree:

1. Not to withdraw or modify this bid for a period of sixty (60) days following the opening of bids.
2. If I am notified in writing of acceptance of this bid within sixty (60) days after the time set for the opening of the bids, I agree to execute a written contract for the compensation herein stated within ten (10) days, in accordance with the Instructions for Bidders, and at the same time, furnish and deliver to the City of Holly Springs a Performance Bond for one hundred percent (100%) of the awarded project bid amount and a Payment Bond for one hundred percent (100%) of the awarded project bid amount.
3. To start work within ten (10) days of the Notice to Proceed with an adequate force and equipment to complete all work required by the contract within sixty (60) consecutive calendar days.
4. That this bid is made subject to all the terms and conditions on the Invitation for Bids, Instructions for Bidders, Supplemental Specifications, General Conditions, Special Provisions, and Drawings, and this bid is made in good faith, without collusion or connection with any other person bidding the same work.

5. I have attached a Bid Bond in an amount not less than five percent (5%) of my total bid amount from ____

(Surety Company)

This Bid is submitted in the name of:

Contractor: _____

Address: _____

Phone: _____

Email Address: _____

By: _____

Secretary: _____

Witness: _____

ADDENDA CERTIFICATION

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications, and/or documents pertaining to the **City of Holly Springs Town Center Demolition Project**.

Addendum Number: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

I understand that failure to confirm the receipt of addenda is cause for rejection of bids.

Company Name

Name and Title

Signature

Witness my hand and seal this the _____ day of _____ 20____.

The bidder (s) whose signature (s) appears on this Document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this _____ day of _____ 20____.

(Notary Public)

My commission expires on the _____ day of _____ 20____.

SAVE AFFIDAVIT

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), the undersigned applicant verifies the following with respect to my application for award of a contract with the City of Holly Springs, Georgia.

_____ I am a United States Citizen.

OR

_____ I am a legal permanent resident of the United States or an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older and lawfully present in the United States.

The undersigned applicant also hereby verifies that he or she has provided at least one secure and verifiable document, as required by O.C.G. A. § 50-36-1(e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed this the ____ day of _____ 20__ in _____ (city), _____ (state)

Signature of Applicant

Date

Printed Name of Applicant

Alien Registration Number (if applicable)

Applying on Behalf of/Business Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

NOTARY PUBLIC

My Commission Expires:

E-VERIFY CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name or contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__

Notary Public

My Commission Expires:

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

(End of Form)

Authority O.C.G.A. 13-10-91

DRUG AND ALCOHOL COMPLIANCE

City of Holly Springs

DRUG AND ALCOHOL POLICY AND TESTING PROGRAM

All Contractors performing work for the City of Holly Springs shall have a Drug and Alcohol Policy and Testing Program. The policy must comply with Federal Transit Administration testing regulations (49 CFR Parts 653, 654, 40), Federal Highway Administration testing procedures (49 CFR Part 382), and the Drug Free Workplace Act of 1988. The awarded contractor must have a drug and alcohol-free workplace in order to reduce the probability of accidents or incidents related to the use and/or abuse of alcohol and other drugs and to establish guidelines designed to help prevent accidents and injuries resulting from the misuse of alcohol or the use of controlled substances by drivers of commercial motor vehicles.

In signing below, I, _____, an authorized representative of _____, am acknowledging that a Drug and Alcohol Policy is in full effect, and a copy of said policy is on file at the company office and can be made available.

(Signature)

(Title)



The City of Holly Springs

VENDOR/BIDDERS LIST APPLICATION

1. **TYPE OF APPLICATION:** ____ NEW ____ REVISION (If Revision, please fill in the Business Name and only areas that need to be changed)
2. **COMPLETE LEGAL NAME OF BUSINESS:** _____

3. **REMIT-TO ADDRESS:** _____
City: _____ State: ____ Zip Code: _____
Remit-to Contact Name & Title: _____
Email Address: _____
Phone #: _____ Fax #: _____
4. **ORDER-FROM ADDRESS:** _____
City: _____ State: ____ Zip Code: _____
Order-from Contact Name & Title: _____
Email Address: _____
Phone #: _____ Fax #: _____
5. **RETURN-TO ADDRESS:** _____
City: _____ State: ____ Zip Code: _____
Return-to Contact Name & Title: _____
Email Address: _____
Phone #: _____ Fax #: _____
6. **TYPE OF ORGANIZATION (CHECK ONE):**

☐ Individual	☐ Partnership	☐ Non-Profit Organization
☐ Corporation	☐ LLC	☐ Other _____

7. TYPE OF BUSINESS (CHECK ONE):

- ☐ Manufacturer ☐ Wholesaler ☐ Construction ☐ Retailer
☐ Architect ☐ Services ☐ Highway Construction
☐ Research & Development ☐ Engineering (Specify) _____
☐ Other _____

8. HOW LONG HAVE YOU BEEN IN THIS TYPE OF BUSINESS? _____

9. BUSINESS WEBSITE: _____

10. Give us background information on your company, including the number of employees available to service the City of Holly Springs, the closest office location, as well as any financial ratings and reports available. Separate attachments are acceptable.

A. How many employees are available to service the City of Holly Springs? _____

B. Please provide the name and address of your local office: _____

11. YOUR CURRENT BUSINESS LICENSE NUMBER: _____

CITY & STATE OF ISSUANCE: _____ EXPIRATION DATE: _____

12. NAMES OF OFFICERS/OWNERS/PARTNERS:

PRESIDENT: _____

VICE-PRESIDENT: _____

13. TAXPAYERS ID #: _____ (Attached W-9 must be submitted with this application)

14. PAYMENT TERMS: _____

NAME & TITLE

SIGNATURE

DATE OF APPLICATION

PLEASE LIST ALL THE COMMODITIES OR SERVICES YOU ARE INTERESTED IN BIDDING ON, ON A SEPARATE SHEET. THE CITY OF HOLLY SPRINGS RESERVES THE RIGHT TO ACCEPT THE LOWEST, MOST ACCEPTABLE BID AND RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



City of Holly Springs

VENDOR REFERENCE SHEET

References must be provided by ALL responding Vendors. It is the vendor's responsibility to provide complete and accurate reference information on the form below, including fax numbers and email addresses.

1. _____
Company

Address, City, State, Zip Code

Telephone Number Fax Number

Name of Contact Person E-Mail Address

Type of Project and
Dates: _____
2. _____
Company

Address, City, State, Zip Code

Telephone Number Fax Number

Name of Contact Person E-Mail Address

Type of Project and
Dates: _____
3. _____
Company

Address, City, State, Zip Code

Telephone Number Fax Number

Name of Contact Person E-Mail Address

Type of Project and
Dates: _____



City of Holly Springs

MUNICIPAL GOVERNMENTS PRIOR WORK/PROJECT REFERENCE SHEET

References must be provided by ALL responding Vendors. It is the vendor's responsibility to provide complete and accurate reference information on the form below, including fax numbers and email addresses.

1. _____
Government

Address, City, State, Zip Code

Telephone Number Fax Number

Name of Contact Person E-Mail Address
Type of Project and Dates: _____
2. _____
Government

Address, City, State, Zip Code

Telephone Number Fax Number

Name of Contact Person E-Mail Address
Type of Project and Dates: _____
3. _____
Government

Address, City, State, Zip Code

Telephone Number Fax Number

Name of Contact Person E-Mail Address
Type of Project and Dates: _____

GENERAL CONDITIONS

1. The data, together with all other information shown on these plans, or in any way indicated thereby, whether by drawings or notes, or in any other manner, are based upon field investigations and are believed to be indicative of actual conditions. However, the same are shown as information only, are not guaranteed and do not bind the City of Holly Springs in any way.
2. The contractor shall be responsible for maintaining all drainage structures within the limits of the project throughout the duration of the project. Any debris that goes in drainage structures shall be cleaned out by the contractor at no additional cost to the City of Holly Springs.
3. The contractor and all of its employees and/or subcontractors shall be in uniform at all times and refrain from associating with any of the City's residents located in the construction zone.
4. The contractor shall at no time block any driveways or deny any of the City residents' access to and from their homes or businesses.
5. 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.
6. 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.

SPECIAL PROVISIONS

SECTION 101-DEFINITIONS OF TERMS

101.14 Commissioner	Delete as written and substitute the following: City of Holly Springs
101.22 Department	Delete as written and substitute the following: City of Holly Springs Engineering Department
101.24 Engineer	Delete as written and substitute the following: City of Holly Springs Engineer or designee
101.84 City	Add: The City of Holly Springs

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Replace Section 102 with the following:

102.01 Prequalification of Bidders

Before submitting a bid, the Bidder shall have prequalified with the City of Holly Springs. In order to obtain prequalification, the bidder must complete and submit the Vendor/Bidders List Application and Form W-9. The bidder must also supply a list of three (3) or more references, a list of prior projects with municipal governments, a SAVE affidavit, an E-verify affidavit, and proof of liability & worker's compensation insurance. Copies of the required forms are provided within the bid documents.

102.02 Rejection of Proposals

Proposals may be rejected as irregular if their consideration is conditioned upon the acceptance or rejection of other Proposals submitted by the same Bidder, if the Certificate of Current Capacity is not executed under Oath and substantiated, or if a Unit Price is not shown for each Pay Item. In the case of alternate items, Unit Prices shall be entered for only one alternate.

A. Unbalanced Bids

Proposals may be rejected if any of the Unit Prices are obviously unbalanced. The Department will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineer, particularly if these unbalanced amounts are substantial and contrary to the interest of the Department.

B. Omissions and Alterations

Proposals may be rejected as irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, erasures or changes not initialed, or other irregularities.

C. Technicalities

The Department reserves the right to reject any and all Bids and to waive technicalities at any time before the Contract has been signed by the Department.

SECTION 103-AWARD AND EXECUTION OF CONTRACT

Delete this Section in its entirety with exception of Section 103.01, Consideration of Proposals.

SECTION 105 – CONTROL OF WORK

105.05 COOPERATION BY CONTRACTOR: *Add the following:*

The on-site Project Superintendent must have a minimum of ten (10) years' experience as a Superintendent on projects similar in size and complexity. In this context, the Project Superintendent shall be the individual with overall responsibility for management, quality, and production on the project. The Project Superintendent is subject to removal by the Engineer for non-compliance with requirements specified in the Contract and for failure to manage the project to insure timely completion.

Approval of the on-site Project Superintendent is required prior to the start of construction. The Contractor shall submit a resume for the proposed Project Superintendent describing his experience with references and qualifications to the Engineer for approval. The Engineer reserves the right to interview the proposed on-site Project Superintendent at any time in order to verify the submitted qualifications.

105.16 FINAL INSPECTION AND ACCEPTANCE

Upon due written notice from the Contractor of substantial completion of the entire Project, the Engineer will determine if the Project is ready for a Final Inspection. The Engineer will have the final decision on when the Project is substantially complete and thereby ready for a Final Inspection. If the Engineer finds the Project substantially complete the Engineer will schedule the Final Inspection. If all construction provided for and contemplated by the Contract is found completed to the Engineer's satisfaction and all documents required in connection with the Project have been submitted by the Contractor, the Engineer will make the Final Acceptance and notify the Contractor in writing of this acceptance.

If, however, the Final Inspection discloses any work, in whole or part, as being unsatisfactory, the Engineer will provide the Contractor with a written punch-list that includes the necessary instructions for correction of same. The punch-list will also include any remaining work to be completed and any final reports and other documentation required to be submitted by the Contractor. The Contractor shall immediately comply with and execute such instructions. When all construction provided for and contemplated by the Contract is found completed to the

Engineer's satisfaction, including submission of any required documentation, the Engineer will make the Final Acceptance and notify the Contractor in writing of this acceptance.

When the Contractor has finished a major portion of the Contract, the Contractor may request that a semi-final inspection be made. At the discretion of the Engineer, who shall be sole judge as to making the inspection, if the work is satisfactory, as described in the first paragraph of this Section, that portion of the Contract may be accepted, opened to traffic, if not already carrying traffic, and the Contractor relieved of the maintenance obligations as described elsewhere in these Specifications.

Such partial acceptance shall in no way relieve the Contractor of responsibility for satisfactory completion of the Contract, or for failure of any portion of the accepted work prior to Final Acceptance of the Project.

SECTION 108-PROSECUTION AND PROGRESS

Delete paragraphs one through four of Subsection 108.01 and substitute the following:

The contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts, or any portion thereof, or of his/her right title, or interest therein, without written consent of the Engineer. For Subcontracts, consent of the Engineer will not be considered until after award of the Contract.

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform, with his/her own organization, work amounting to not less than seventy percent (70%) of the total Contract cost, including materials, equipment, and labor.

As a further exception, any items designated as "Specialty Items" may be performed by Subcontract and the cost of any such Specialty Items so performed by Subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization.

Purchase of materials by the Prime Contractor for use by a Subcontractor will not be allowed when computing the 70% requirement.

SECTION 109-MEASUREMENT AND PAYMENT

Delete the second paragraph of Section 109.07.A. and add the following to Section 109:

Prime Contractors who sublet a portion of their work shall pay their subcontractors for satisfactory performance of their contracts no later than 15 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the City.

The Prime Contractor shall produce a signed affidavit verifying final and complete payment of subcontractors before final acceptance will be made by the City.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payment for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

SECTION 150 - TRAFFIC CONTROL

Add the following:

150.01 General

This section as supplemented by the Plans, Specifications, and Manual on Uniform Traffic Control Devices (MUTCD) shall be considered the Traffic Control Plan. Activities shall consist of furnishing, installing, maintaining, and removing necessary traffic signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall include flagging and other means for guidance and protection of and vehicular pedestrian traffic through the Work Zone. This Work shall include both maintaining existing devices and installing additional devices as necessary in construction work zones.

When any provisions of this Specification or the Plans do not meet the minimum requirements of the MUTCD, the MUTCD shall control. The Current Edition of the MUTCD shall be in effect for the duration of the project.

The Worksite Traffic Control Supervisor (WTCS) shall have a copy of Part VI of the MUTCD on the job site. Copies of the current MUTCD may be obtained from the FHWA web page at <http://mutcd.fhwa.dot.gov>.

A. WORKER SAFETY APPAREL

All workers exposed to the risks of moving roadway traffic or construction equipment shall wear high-visibility safety apparel meeting the requirements of International Safety Equipment Association (ISEA) American National Standard for High-Visibility Safety Apparel, or equivalent revisions, and labeled as ANSI-2004 Class 2 or 3 risk exposure.

B. INTENTIONALLY DELETED

C. TRAFFIC CONTROL DEVICES

All traffic control devices used during the construction of a project shall meet the Standards utilized in the MUTCD, and shall comply with the requirements of these Specifications, Project Plans, and Special Provisions. All devices shall be tested at NCHRP Test Level III. Reference is made to Subsections 104.05, 107.07, and 107.09.

D. Reflectorization Requirements

All rigid fluorescent orange construction warning signs (black on fluorescent orange) shall meet the reflectorization and color requirements of ASTM Type VII, VIII, IX or X regardless of the mounting height.

Portable signs which have flexible sign blanks shall meet the reflectorization and color requirements of ASTM Type VI.

Warning signs (W3-1a) for stop conditions that have rumble strips located in the travel way shall be reflectorized with ASTM Type IX fluorescent yellow sheeting.

All other signs shall meet the requirements of ASTM Type III or IV except for “Pass With Care” and “Do Not Pass” signs which may be ASTM Type I unless otherwise specified.

PLANS

City of Holly Springs TOWN CENTER DEMOLITION PROJECT

Scope of Work

1. Establish regulated work area, install temporary construction fencing around buildings to be demolished and install permit boxes (permits to be provided to Owner) at entrances to the project site.
2. Demolish buildings via standard mechanical means. Care shall be taken to protect all remaining areas from damage during demolition process.
3. Identify utilities and work with Owner to disconnect from buildings to be demolished without interruption to other businesses.
4. All building components shall be demolished and removed from site in a timely manner to a permitted landfill.
5. All concrete shall be transported to 411 Hickory Road and crushed and piled in a location agreed upon by Owner.
6. Erosion control BMPs will be performed by Owner.
7. The handling and disposal of above-ground hazardous materials is included in this scope. Remove and dispose of all CFC containing refrigerants and provide recycling certificates for the discharge of Freon materials.
8. Grade to smooth surface of all disturbed areas.

Pre-Demolition Asbestos Containing Building Materials Survey

Subject Site

411 Hickory Road
Holly Springs GA, 30115
Residential Structure/Back Warehouse and Pole Barn



Prepared For

City of Holly Springs
3237 Holly Springs Pkwy
Holly Springs GA, 30115

Prepared By

Environmental Associates, Inc.
270 Hollyridge Drive
Roswell GA 30076

Issue Date

June 18, 2020

INTRODUCTION

Environmental Associates, Inc. (EAI) has completed the pre-demolition suspect asbestos containing building materials survey at the structures located at ***411 Hickory Road, Holly Springs GA, 30115 (subject site).***

The site field work was carried out on June 16, 2020. The field work and sampling activities were completed by Mr. Jeff Giles, Senior Industrial Hygienist, accredited asbestos in building inspector.

The objective of the asbestos survey was to identify known or suspect asbestos containing materials (ACM) present at the subject site. The Georgia Environmental Protection Division (GEPD) considers all building materials with asbestos content more than 1% to be Regulated Asbestos Containing Material (RACM). All RACM potentially impacted by demolition or renovation should be removed and disposed by a licensed asbestos abatement contractor. Furthermore, all removed RACM should be disposed in a landfill permitted to accept asbestos containing materials.

GENERAL LIMITATIONS

The suspect ACM survey was conducted using standard engineering and scientific judgment, principles, and practices. The survey is based on the observations recorded by the auditor during the site survey. The survey is a partially invasive assessment limiting damage to the site structure and working systems. Findings, therefore, are limited to those items that could be directly observed.

Please note that this document is not a specification for asbestos removal. It does not contain means and methods for abatement. Contractors or bid specification contractor must determine asbestos amount prior to abatement bidding or ACM removal.

Visually identified suspect materials were sampled to represent conditions of accessible building space. There remains a possibility that ACMs are present that were undetected or inaccessible during the site visit. Furthermore, mechanical apparatus or equipment within the structures where not disassembled. There may be additional suspect materials enclosed or concealed in locations inaccessible at the time of the survey. Precautions should be taken during any demolition or renovation activity to identify building materials, which may be disturbed or uncovered to avoid an asbestos exposure hazard.

METHODOLOGY

A total of Nine (9) samples of suspect asbestos containing building materials (ACBMs) were collected from the subject site.

The suspect building material samples were submitted to **Analytical Environmental Services, Inc.** The samples were analyzed using Polarized Light Microscopy (PLM) coupled with Dispersion Staining as detailed in the United States Environmental Protection Agency's (EPA) "Interim Method for the Determination of Asbestos in Material Insulation Samples" (EPA-600/R-93/116 Method).

SUMMARY OF LABORATORY RESULTS

Material	Description/Location	% ACM
<i>Joint Compound</i>	<i>Drywall Joint Compound-Living Room</i>	<i>NAD</i>
<i>Joint Compound</i>	<i>Drywall Joint Compound-Left Room</i>	<i>NAD</i>
<i>Joint Compound</i>	<i>Drywall Joint Compound-Hall</i>	<i>NAD</i>
<i>Joint Compound</i>	<i>Drywall Joint Compound-Upper Stairwell</i>	<i>NAD</i>
<i>Textured Ceiling</i>	<i>Textured Ceiling-Front Room</i>	<i>NAD</i>
<i>Textured Ceiling</i>	<i>Textured Ceiling-Bathroom</i>	<i>NAD</i>
<i>Vinyl Flooring</i>	<i>Flooring-Bathroom</i>	<i>NAD</i>
<i>Popcorn Ceiling</i>	<i>Popcorn Ceiling-Warehouse Area</i>	<i>NAD</i>
<i>Popcorn Ceiling</i>	<i>Popcorn Ceiling-Warehouse Area</i>	<i>NAD</i>

NAD=No Asbestos Detected

The laboratory results indicated "NO ASBESTOS" forming minerals were detected in the suspect building material samples collected from the subject site.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations (40 CFR 61 (M)) require that regulated asbestos-containing materials (RACM) be properly removed prior to any demolition or renovation activity, which may disturb them. The EPA NESHAP regulations define RACM as "(a) Friable ACM, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subject to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming, or has become, crumbled, pulverized, or reduced to powder by the forces expected to act on the material during demolition or renovation operations."

Materials that contain less than one (1) percent asbestos are not currently subject to EPA regulations. However, it should be noted that the disturbance of these materials might be subject to regulations issued by the U.S. Occupational Safety and Health Administration (OSHA). Such a disturbance may elevate the concentration of airborne fibers above the permissible exposure limit (PEL) of 0.1 fibers per cubic centimeter (f/cc) of air, measured as an eight-hour time weighted average (TWA), or the 30-minute short term excursion limit (STEL) of 1.0 f/cc. Recent revisions to the OSHA regulations require that all surfacing materials, thermal system insulation materials, and resilient flooring installed "no later than 1980" be considered as presumed asbestos-containing materials (PACM) and treated accordingly.

Furthermore, OSHA has implemented the final rule for occupational exposure to asbestos to include regular building maintenance operations and custodial activities, which may disturb identified asbestos-containing materials or presumed asbestos-containing materials. To rebut the designation of installed materials as PACM, OSHA requires the sampling of suspect material be performed in accordance with 40 CFR 763 (E) issued by the EPA under the Asbestos Hazard Emergency Response Act of 1986 (AHERA). The AHERA regulations establish asbestos identification and management requirements for schools, grades K through 12. The recent OSHA revisions also include specific notification and engineering control procedures.

Complete copies of all sample information and analysis results has been included for your reference. Please do not hesitate to contact us at 770 891 0484 if you have any questions or concerns regarding this matter.

Respectfully,



Jeff Giles

Senior Industrial Hygienist

LABORATORY DATA

**CHAIN OF CUSTODY
BULK ASBESTOS ANALYSIS**

Client Name: Giles Consulting Project Name: 411 Hickory Rd.
Address: 8905 Buckhorn Project Number: _____
City, State, Zip: Sandy Springs GA 30350 Sampling Date: 06/16/20
Contact: _____ Phone #: _____
Sampler's Name: _____ Invoice To Name(s): _____
Report To: _____ Invoice To Email(s): _____
Report to Email: _____ PO #: _____

Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time (TAT)	Comments
01	Joint Comp Front Room	PLM	24 hour	
02	Left Room			
03	Hall			
04	Upstairs Landing			
05	Text ceiling Front Room			
06	" Bathroom			
07	Vinyl Flooring Bathroom			
08	Popcorn ceiling Back Area			
09	" " " "			
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Relinquished by: [Signature] Date/Time: _____
Received by: _____ Date/Time: _____
Relinquished by: _____ Date/Time: _____
Received by: _____ Date/Time: _____

Submission of samples to the laboratory constitutes acceptance of AES's Terms & Conditions. Samples received after 3PM or on Saturday are considered as received the following business day. If no TAT is marked on COC, AES will proceed with standard TAT.

Asbestos COC 7.6.18

Lab Recipient: [Signature] Date/Time: 6/17/20 11:15 Method of Shipment: client



Bulk Sample Summary Report



Report Date: 18-Jun-20

Client Name:	Giles Consulting Services	AES Job Number:	2006J48
Project Name:	411 HICKORY RD	Project Number:	

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
01 Layer: 1	2006J48-001A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
02 Layer: 1	2006J48-002A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
03 Layer: 1	2006J48-003A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
04 Layer: 1	2006J48-004A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
05 Layer: 1	2006J48-005A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
05 Layer: 2	2006J48-005A	SEE COC	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES, Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

This report must not be reproduced except in full without written approval of Analytical Environmental Services, Inc.

Microanalyst:

Penka Topuzova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



Report Date: 18-Jun-20

Client Name:	Giles Consulting Services	AES Job Number:	2006J48
Project Name:	411 HICKORY RD	Project Number:	

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
05 Layer: 3	2006J48-005A	SEE COC	ND	ND	ND	ND	ND	ND	
06 Layer: 1	2006J48-006A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
07 Layer: 1	2006J48-007A	SEE COC	ND	ND	ND	ND	ND	ND	Vinyl
07 Layer: 2	2006J48-007A	SEE COC	ND	ND	ND	ND	ND	ND	Backing
08 Layer: 1	2006J48-008A	SEE COC	ND	ND	ND	ND	ND	ND	
09 Layer: 1	2006J48-009A	SEE COC	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES, Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

This report must not be reproduced except in full without written approval of Analytical Environmental Services, Inc.

Microanalyst:

Penka Topuzova

QC Analyst:

Yelena Khanina

ASBESTOS IN BUILDINGS INSPECTOR CERTIFICATE

Asbestos Consulting & Training Systems

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

This is to Certify that
Jeffrey T Giles



X X X - X X - 7 9 8 1

8905 Buckhorn, Sandy Springs, GA 30350

has successfully completed an English

Asbestos Building Inspection Refresher

22-Nov-19 TO 22-Nov-19

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273 and UT (6.0 core).

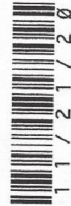
NDAAC Provider #451

Trainer(s): James F. Stump

Training Address: 5891 New Peachtree Rd. Ste. 122 Doraville, GA. 30090

Successful course completion based on exam score on: 11/22/19

This Certificate Expires:



21-Nov-20

11 / 21 / 20

Processed By:

Seagull

To Authenticate Certificate
www.seagulltraining.com
1-800-966-9933

UNDER COLOR AND CRIMINAL PROPERTIES OF FBI FOR MARKING OR
REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2415), LIBRARY
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TRAINING SYSTEMS, INC. IS A VIOLATION OF FEDERAL, STATE, OR LOCAL LAWS.

James F. Stump, Course Sponsor

Certificate Number: 181717

Course Number: GE1947

Pre-Demolition Asbestos Containing Building Materials Survey

Subject Site
100 Hickory Court
Holly Springs GA, 30115



Prepared For
City of Holly Springs
3237 Holly Springs Pkwy
Holly Springs, Georgia 30115

Prepared By
Environmental Associates, Inc.
270 Hollyridge Drive
Roswell GA 30076

Issue Date
June 19, 2020

INTRODUCTION

Environmental Associates, Inc. (EAI) has completed the pre-demolition suspect asbestos containing building materials survey within the structure located at ***100 Hickory Court, Holly Springs GA, 30115(subject site)***.

The site field work was carried out on June 16 2020. The field work and sampling activities were completed by Mr. Jeff Giles, Senior Industrial Hygienist, accredited asbestos in building inspector.

The objective of the asbestos survey was to identify known or suspect asbestos containing materials (ACM) present at the subject site. The Georgia Environmental Protection Division (GEPD) considers all building materials with asbestos content more than 1% to be Regulated Asbestos Containing Material (RACM). All RACM potentially impacted by demolition or renovation should be removed and disposed by a licensed asbestos abatement contractor. Furthermore, all removed RACM should be disposed in a landfill permitted to accept asbestos containing materials.

GENERAL LIMITATIONS

The suspect ACM survey was conducted using standard engineering and scientific judgment, principles, and practices. The survey is based on the observations recorded by the auditor during the site survey. The survey is a partially invasive assessment limiting damage to the site structure and working systems. Findings, therefore, are limited to those items that could be directly observed.

Please note that this document is not a specification for asbestos removal. It does not contain means and methods for abatement. Contractors or bid specification contractor must determine asbestos amount prior to abatement bidding or ACM removal.

Visually identified suspect materials were sampled to represent conditions of accessible building space. There remains a possibility that ACMs are present that were undetected or inaccessible during the site visit. Furthermore, mechanical apparatus or equipment within the structures where not disassembled. There may be additional suspect materials enclosed or concealed in locations inaccessible at the time of the survey. Precautions should be taken during any demolition or renovation activity to identify building materials, which may be disturbed or uncovered to avoid an asbestos exposure hazard.

METHODOLOGY

A total of Ten (**10**) samples of suspect asbestos containing building materials (ACBMs) were collected from the subject site.

The suspect building material samples were submitted to **Analytical Environmental Services, Inc.** The samples were analyzed using Polarized Light Microscopy (PLM) coupled with Dispersion Staining as detailed in the United States Environmental Protection Agency's (EPA) "Interim Method for the Determination of Asbestos in Material Insulation Samples" (EPA-600/R-93/116 Method).

SUMMARY OF LABORATORY RESULTS

Material	Description/Location	% ACM
<i>Joint Compound</i>	<i>Drywall Joint Compound-Front Office</i>	<i>NAD</i>
<i>Joint Compound</i>	<i>Drywall Joint Compound-Hall</i>	<i>NAD</i>
<i>Joint Compound</i>	<i>Drywall Joint Compound-Upper Back Office</i>	<i>NAD</i>
<i>Joint Compound</i>	<i>Drywall Joint Compound-Upper Office</i>	<i>NAD</i>
<i>Textured Ceiling</i>	<i>Textured Ceiling-Bathroom</i>	<i>NAD</i>
<i>Textured Ceiling</i>	<i>Textured Ceiling-Hall</i>	<i>NAD</i>
<i>Floor Tile</i>	<i>12 X 12 floor Tile-Bathroom/Front entry</i>	<i>NAD</i>
<i>Floor Tile</i>	<i>12 X 12 floor Tile-Upper Bathroom</i>	<i>NAD</i>
<i>Window Pane Glazing</i>	<i>Window Pane Glazing-Exterior Window Pane Glazing</i>	<i>NAD</i>

NAD=No Asbestos Detected

The laboratory results indicated "NO ASBESTOS" forming minerals were detected in the suspect building material samples collected from the subject site.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations (40 CFR 61 (M)) require that regulated asbestos-containing materials (RACM) be properly removed prior to any demolition or renovation activity, which may disturb them. The EPA NESHAP regulations define RACM as "(a) Friable ACM, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subject to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming, or has become, crumbled, pulverized, or reduced to powder by the forces expected to act on the material during demolition or renovation operations."

Materials that contain less than one (1) percent asbestos are not currently subject to EPA regulations. However, it should be noted that the disturbance of these materials might be subject to regulations issued by the U.S. Occupational Safety and Health Administration (OSHA). Such a disturbance may elevate the concentration of airborne fibers above the permissible exposure limit (PEL) of 0.1 fibers per cubic centimeter (f/cc) of air, measured as an eight-hour time weighted average (TWA), or the 30-minute short term excursion limit (STEL) of 1.0 f/cc. Recent revisions to the OSHA regulations require that all surfacing materials, thermal system insulation materials, and resilient flooring installed “no later than 1980” be considered as presumed asbestos-containing materials (PACM) and treated accordingly.

Furthermore, OSHA has implemented the final rule for occupational exposure to asbestos to include regular building maintenance operations and custodial activities, which may disturb identified asbestos-containing materials or presumed asbestos-containing materials. To rebut the designation of installed materials as PACM, OSHA requires the sampling of suspect material be performed in accordance with 40 CFR 763 (E) issued by the EPA under the Asbestos Hazard Emergency Response Act of 1986 (AHERA). The AHERA regulations establish asbestos identification and management requirements for schools, grades K through 12. The recent OSHA revisions also include specific notification and engineering control procedures.

Complete copies of all sample information and analysis results has been included for your reference. Please do not hesitate to contact us at 770 891 0484 if you have any questions or concerns regarding this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeff Giles", is positioned above the printed name.

Jeff Giles

Senior Industrial Hygienist

LABORATORY DATA

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Client Name: Giles Consulting
Address: 8905 Buckhorn
City, State, Zip: SANDY SPRINGS GA 30350
Contact: _____
Sampler's Name: _____
Report To: _____
Report to Email: _____

Project Name: 100 Hickory CT.
Project Number: _____
Sampling Date: 06/16/20
Phone #: _____
Invoice To Name(s): _____
Invoice To Email(s): _____
PO #: _____

	Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time (TAT)	Comments
1	01	Joint compound OFFICE R.	PWM	24 hour	
2	02	Hall			
3	03	Upper Back Room			
4	04	Upper office			
5	05	Text ceiling Bathroom			
6	06	" " Hall			
7	07	12X12 Lower Bathroom			
8	08	12X12 Upper Bathroom			
9	09	window Pane Glazing			
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Relinquished by: [Signature]
Received by: _____
Relinquished by: _____
Received by: _____

Date/Time: _____

Date/Time: _____

Date/Time: _____

Date/Time: _____

Submission of samples to the laboratory constitutes acceptance of AES's Terms & Conditions. Samples received after 3PM or on Saturday are considered as received the following business day. If no TAT is marked on COC, AES will proceed with standard TAT.

Asbestos COC 7.6.18

Lab Recipients

FOR LAB USE ONLY

Date/Time: 6/17/20 11:15

Method of Shipment: direct

Page 1 of 5



Bulk Sample Summary Report



Report Date: 18-Jun-20

Client Name:	Giles Consulting Services	AES Job Number:	2006J47
Project Name:	100 HICKORY CT.	Project Number:	

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
01 Layer: 1	2006J47-001A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
01 Layer: 2	2006J47-001A	SEE COC	ND	ND	ND	ND	ND	ND	
02 Layer: 1	2006J47-002A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
03 Layer: 1	2006J47-003A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
04 Layer: 1	2006J47-004A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
04 Layer: 2	2006J47-004A	SEE COC	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES, Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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Microanalyst:

Penka Topuzova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



Report Date: 18-Jun-20

Client Name:	Giles Consulting Services	AES Job Number:	2006J47
Project Name:	100 HICKORY CT.	Project Number:	

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
05 Layer: 1	2006J47-005A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
06 Layer: 1	2006J47-006A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder
07 Layer: 1	2006J47-007A	SEE COC	ND	ND	ND	ND	ND	ND	Floor tile
07 Layer: 2	2006J47-007A	SEE COC	ND	ND	ND	ND	ND	ND	Glue
07 Layer: 3	2006J47-007A	SEE COC	ND	ND	ND	ND	ND	ND	Leveling compound
08 Layer: 1	2006J47-008A	SEE COC	ND	ND	ND	ND	ND	ND	Floor tile

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For comments on the samples, see the individual analysis sheets.

ND = None Detected

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Microanalyst:

Penka Topuzova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



Report Date: 18-Jun-20

Client Name: **Giles Consulting Services**
Project Name: **100 HICKORY CT.**

AES Job Number: **2006J47**
Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
08 Layer: 2	2006J47-008A	SEE COC	ND	ND	ND	ND	ND	ND	Glue
09 Layer: 1	2006J47-009A	SEE COC	ND	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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Microanalyst:

Penka Topuzova

QC Analyst:

Yelena Khanina

ASBESTOS IN BUILDINGS INSPECTOR CERTIFICATE

Asbestos Consulting & Training Systems

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311
(954) 524-7208

Processed By:

This is to Certify that
Jeffrey T Giles

8905 Buckhorn, Sandy Springs, GA 30350



X X X - X X - 7 9 8 1

has successfully completed an English

Asbestos Building Inspection Refresher

22-Nov-19 TO 22-Nov-19

and has completed the requisite training for TSCA

Meets state requirements of FL-49-00011020/CN-0006273 and UT (6.0 core).

NDAAC Provider #451

Trainer(s): James F. Stump

Training Address: 5891 New Peachtree Rd. Ste. 122 Doraville, GA. 30540

Successful course completion based on exam score on: 11/22/19

This Certificate Expires:

21-Nov-20



1 1 / 2 1 / 2 0

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1-800-966-9933

UNDER FEDERAL AND CRIMINAL PROVISIONS OF LAW FOR MAKING OR
SUBMISSION OF FALSE OR FIDELITY STATEMENTS OR
REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2283), I CERTIFY
THAT THE ABOVE TRAINING COURSE WAS WITH ALL APPROPRIATE
REGISTRATION, TESTING, AND RECORD-KEEPING REQUIREMENTS
AND WAS IN FULL COMPLIANCE WITH ALL APPLICABLE
FEDERAL, STATE, OR LOCAL REQUIREMENTS.

James F. Stump, Course Sponsor

Certificate Number: 1 8 1 7 1 7

Course Number: GE1947

Pre-Demolition Asbestos Containing Building Materials Survey

Subject Site

Public Works Barn
100 Hickory Circle
Holly Springs, GA 30115



Prepared For

City of Holly Springs
3237 Holly Springs Pkwy
Holly Springs GA, 30115

Prepared By

Environmental Associates, Inc.
270 Hollyridge Drive
Roswell GA 30076

Issue Date

September 2, 2020

INTRODUCTION

Environmental Associates, Inc. (EAI) has completed the pre-demolition suspect asbestos containing building materials survey at the Public Works Barn located at **100 Hickory Circle, Holly Springs GA, 30115 (subject site)**.

The site field work was carried out on August 24 2020. The field work was completed by Mr. Jeff Giles, Senior Industrial Hygienist, accredited asbestos in building inspector.

The objective of the asbestos survey was to identify known or suspect asbestos containing materials (ACM) present at the subject site. The Georgia Environmental Protection Division (GEPD) considers all building materials with asbestos content more than 1% to be Regulated Asbestos Containing Material (RACM). All RACM potentially impacted by demolition or renovation should be removed and disposed by a licensed asbestos abatement contractor. Furthermore, all removed RACM should be disposed in a landfill permitted to accept asbestos containing materials.

GENERAL LIMITATIONS

The suspect ACM survey was conducted using standard engineering and scientific judgment, principles, and practices. The survey is based on the observations recorded by the auditor during the site survey. The survey is a partially invasive assessment limiting damage to the site structure and working systems. Findings, therefore, are limited to those items that could be directly observed.

Please note that this document is not a specification for asbestos removal. It does not contain means and methods for abatement. Contractors or bid specification contractor must determine asbestos amount prior to abatement bidding or ACM removal.

Visually identified suspect materials were sampled to represent conditions of accessible building space. There remains a possibility that ACMs are present that were undetected or inaccessible during the site visit. Furthermore, mechanical apparatus or equipment within the structures where not disassembled. There may be additional suspect materials enclosed or concealed in locations inaccessible at the time of the survey. Precautions should be taken during any demolition or renovation activity to identify building materials, which may be disturbed or uncovered to avoid an asbestos exposure hazard.

OUR VISUAL INSPECTION REVEALED NO SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS WERE OBSERVED WITHIN THE STRUCTURE.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations (40 CFR 61 (M)) require that regulated asbestos-containing materials (RACM) be properly removed prior to any demolition or renovation activity, which may disturb them. The EPA NESHAP regulations define RACM as "(a) Friable ACM, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subject to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming, or has become, crumbled, pulverized, or reduced to powder by the forces expected to act on the material during demolition or renovation operations."

Materials that contain less than one (1) percent asbestos are not currently subject to EPA regulations. However, it should be noted that the disturbance of these materials might be subject to regulations issued by the U.S. Occupational Safety and Health Administration (OSHA). Such a disturbance may elevate the concentration of airborne fibers above the permissible exposure limit (PEL) of 0.1 fibers per cubic centimeter (f/cc) of air, measured as an eight-hour time weighted average (TWA), or the 30-minute short term excursion limit (STEL) of 1.0 f/cc. Recent revisions to the OSHA regulations require that all surfacing materials, thermal system insulation materials, and resilient flooring installed “no later than 1980” be considered as presumed asbestos-containing materials (PACM) and treated accordingly.

Furthermore, OSHA has implemented the final rule for occupational exposure to asbestos to include regular building maintenance operations and custodial activities, which may disturb identified asbestos-containing materials or presumed asbestos-containing materials. To rebut the designation of installed materials as PACM, OSHA requires the sampling of suspect material be performed in accordance with 40 CFR 763 (E) issued by the EPA under the Asbestos Hazard Emergency Response Act of 1986 (AHERA). The AHERA regulations establish asbestos identification and management requirements for schools, grades K through 12. The recent OSHA revisions also include specific notification and engineering control procedures.

Complete copies of all sample information and analysis results has been included for your reference. Please do not hesitate to contact us at 770 891 0484 if you have any questions or concerns regarding this matter.

Respectfully,



Jeff Giles

Senior Industrial Hygienist

ASBESTOS IN BUILDINGS INSPECTOR CERTIFICATE

Asbestos Consulting & Training Systems

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311
(954) 524-7208

Processed By:

This is to Certify that
Jeffrey T Giles

8905 Buckhorn, Sandy Springs, GA 30350



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has successfully completed an English

Asbestos Building Inspection Refresher

22-Nov-19 TO 22-Nov-19

and has completed the requisite training for TSCA

Meets state requirements of FL-49-00011020/CN-0006273 and UT (6.0 core).

NDAAC Provider #451

Trainer(s): James F. Stump

Training Address: 5891 New Peachtree Rd. Ste. 122 Doraville, GA. 30540

Successful course completion based on exam score on: 11/22/19

This Certificate Expires:

21-Nov-20



1 1 / 2 1 / 2 0

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UNDER FEDERAL AND CRIMINAL PROVISIONS OF LAW FOR MAKING OR
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REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2283), I CERTIFY
THAT THE ABOVE TRAINING COURSE WAS WITH ALL APPLICABLE
REGULATIONS AND STANDARDS AND WAS CONDUCTED IN ACCORDANCE
WITH THE TRAINING PART 745 OF THE FEDERAL ASBESTOS
FEDERAL STATE, OR LOCAL REGULATIONS.

James F. Stump, Course Sponsor

Certificate Number: 1 8 1 7 1 7

Course Number: GE1947

December 15, 2020

ADDENDUM TO ADVERTISED CONTRACT

Project Name: Holly Springs Town Center Demolition Project
Project Number: RFB # 2020-05
City: City of Holly Springs
Addendum Number: 1
Closing Date: January 14, 2021

The following changes are hereby made to this request for bids. The bidder is responsible for making any necessary changes in ink in the bid. Bidders shall acknowledge this addendum by checking the appropriate space on the addendum certification document.

Questions/Clarifications

1. **Do you anticipate extending the bid due date?** No
2. **What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?** No additional details
3. **Was the bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?** No
4. **Other than the City website, where was this bid posted?** Georgia Procurement Registry
5. **Will there be a pre-bid meeting?** No, but tree save fence has been installed onsite to assist in identifying the scope area as depicted in the bid documents

SCHEDULE OF VALUES SHEET

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: March 31, 2021

A COST CODE	B DESCRIPTION OF WORK	C ASSIGNED VALUE	D ASSIGNED VALUE OF WORK COMPLETED		F ASSIGNED VALUE OF MATERIALS PRESENTLY STORED (Not in D or E)	G ASSIGNED VALUE OF COMPLETED & STORED TO DATE ITEMS (D+E+F)	H %	I BALANCE OF ASSIGNED VALUE TO FINISH (C-G)	J TOTAL DUE THIS PERIOD 10% Retainage (no retainage on Cos)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
24-02-01	Building & Flatwork Demolition	\$58,500.00				\$0.00	0%	\$58,500.00	\$0.00
"	Concrete Crushing (piled at 411 Hickory Road)	\$9,000.00				\$0.00	0%	\$9,000.00	\$0.00
"	Haul Off (all debris except crushed material)	\$36,500.00				\$0.00	0%	\$36,500.00	\$0.00
"	Grading to smooth Surface of disturbed areas	\$5,000.00				\$0.00	0%	\$5,000.00	\$0.00
	Change Orders	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
	GRAND TOTALS	\$109,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$109,000.00	\$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Holly Springs Downtown Development Authority
City of Holly Springs
c/o Stoncrest Homes GA, LLC
Attn: David Edwards
Phone 404-518-2750
Email dme.odyssey@gmail.com
FROM: Complete Demolition Services, LLC
PO Box 176
Carrollton, GA 30112
Phone 770-830-9996
Email james@cds@att.net

PROJECT: Holly Springs Town Center Demo
RFB #2020-05

APPLICATION NO:
PERIOD TO:
APPLICATION DATE:

CONTRACT DATE:

INSURANCE EXP:

Distribution to:
☐ OWNER
☐ DEVELOPER
☒ CONSTR. MGR.

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 _____ day of _____ me this _____

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.

1. ORIGINAL Contract Sum	\$109,000.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$109,000.00
4. TOTAL COMPLETED & STORED TO DATE. (Column G on Continuation Sheet)	\$0.00
5. RETAINAGE: a. 10% of Completed Work	\$0.00
b. Retainage Drawn	\$0.00
c. Net Retainage Held (a - b)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE OF VALUE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$109,000.00

SCHEDULE OF VALUES SHEET

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: March 31, 2021

A COST CODE	B DESCRIPTION OF WORK	C ASSIGNED VALUE	D ASSIGNED VALUE OF WORK COMPLETED		F ASSIGNED VALUE OF MATERIALS PRESENTLY STORED (Not in D or E)	G ASSIGNED VALUE OF COMPLETED & STORED TO DATE ITEMS (D+E+F)	H %	I BALANCE OF ASSIGNED VALUE TO FINISH (C-G)	J TOTAL DUE THIS PERIOD 10% Retainage (no retainage on Cos)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
24-02-01	Building & Flatwork Demolition	\$58,500.00				\$0.00	0%	\$58,500.00	\$0.00
"	Concrete Crushing (piled at 411 Hickory Road)	\$9,000.00				\$0.00	0%	\$9,000.00	\$0.00
"	Haul Off (all debris except crushed material)	\$36,500.00				\$0.00	0%	\$36,500.00	\$0.00
"	Grading to smooth Surface of disturbed areas	\$5,000.00				\$0.00	0%	\$5,000.00	\$0.00
	Change Orders	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
	GRAND TOTALS	\$109,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$109,000.00	\$0.00

RETAINAGE DRAW SCHEDULE

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APPLICATION NO: 1 APPLICATION DATE: March 31, 2021						
A	B	C	D	E	F	G
COST CODE	DESCRIPTION OF WORK	TOTAL VALUE OF RETAINAGE	ASSIGNED VALUE OF RETAINAGE FROM PREVIOUS APPLICATION (Not in E)	RETAINAGE EARNED		BALANCE OF ASSIGNED VALUE TO FINISH (G-G)
				THIS PERIOD	TOTAL RETAINAGE DRAWN TO DATE (D+E)	
24-02-01	Building & Flatwork Demolition	0.00			0.00	0.00
"	Concrete Crushing (piled at 411 Hickory	0.00			0.00	0.00
"	Haul Off (all debris except crushed mater	0.00			0.00	0.00
"	Grading to smooth Surface of disturbed a	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

Holly Springs Downtown Development Authority
Meeting Minutes
October 21, 2020

Members Present: Tim Downing, Ollie Evans, Phyllis Long, and Councilman Kyle Whitaker.

Members Absent: Joe Brywczyński, Jimmy Long, Kevin Moore.

Staff Present: City Manager Robert H. Logan, Main Street Director/Assistant City Clerk Erin Honea, Community Development Director Nancy Moon, and Lt. Michael Hales.

Ollie Evans called the meeting to order.

City Manager Rob Logan announced that David Konwick withdrew his Downtown Development Authority application from consideration.

The Authority conducted interviews with Scott Owen, Guillermo Sanabia, and Ryan Smith.

Tim Downing made a motion to recommend to City Council that Scott Owen, Guillermo Sanabia, and Ryan Smith be appointed to fill the unexpired terms of Joe Brywczyński, Tim Downing, and Jimmy Long.

Phyllis Long made a motion to approve the September 16, 2020 Downtown Development Authority meeting minutes. Kyle Whitaker seconded the motion. Motion carried 4-0.

Tim Downing made a motion to adjourn. Phyllis Long seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully Submitted.

Kevin Moore, Chairman

Attest:

Erin Honea, Assistant City Clerk



**Main Street Board
Budget To Actual Comparison Report
As of October 31, 2020**

Revenues	October 2020 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	-	50,586	50,586	100.00%
Alcohol Beverage Licenses	2,000	25,000	13,000	52.00%
Alcohol Pouring Permits	270	5,000	1,630	32.60%
Donations From Private Sources	-	20,000	11,500	57.50%
Miscellaneous/Registrations/Booth Fees	-	8,825	1,806	20.46%
Rents and Royalties	-	2,500	2,500	100.00%
Interest Revenue	2	50	16	32.94%
TOTAL REVENUES	\$ 2,272	\$ 111,961	\$ 81,038	72.38%

Expenditures				
Salaries & Wages	3,763	50,665	43,358	85.58%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,083	13,649	11,660	85.42%
Employee Benefits- Dental	29	377	321	85.26%
Employee Benefits-Add Life	12	147	135	91.67%
Employee Benefits-Disability	50	405	548	135.42%
FICA	223	2,640	2,571	97.37%
Medicare	52	749	601	80.25%
Employee Benefits-Retirement	240	4,688	2,402	51.23%
Unemployment	-	27	44	161.89%
Workers Comp Insurance	(7)	223	(42)	-18.70%
Communications	64	750	333	44.45%
Advertising	-	500	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	-	1,600	959	59.95%
Education and Training	-	1,000	239	23.90%
Contract Labor	-	7,500	1,685	22.47%
Supplies-Special Events	-	15,000	4,867	32.44%
Small Equipment	-	-	1,689	100.00%
Software	-	1,000	-	0.00%
Payments to Other Agencies	-	5,000	-	0.00%
TOTAL EXPENDITURES	\$ 5,509	\$ 107,920	\$ 71,370	66.13%

Holly Springs Downtown Development Authority

Treasurer's Report

October 2020

Opening Balance: \$ 83,549.89

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total	\$	-
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Add: Deposits & Other Credits

Total	\$	-
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Ending Bank Balance \$ 83,549.89

Plus Certificate of Deposit \$ 36,348.83

Total Funds	\$	119,898.72
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**Main Street Board
Budget To Actual Comparison Report
As of November 30, 2020**

Revenues	November 2020 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	-	50,586	50,586	100.00%
Alcohol Beverage Licenses	12,000	25,000	25,000	100.00%
Alcohol Pouring Permits	310	5,000	1,940	38.80%
Donations From Private Sources	-	20,000	11,500	57.50%
Miscellaneous/Registrations/Booth Fees	-	8,825	1,806	20.46%
Rents and Royalties	-	2,500	2,500	100.00%
Interest Revenue	2	50	18	36.14%
TOTAL REVENUES	\$ 12,312	\$ 111,961	\$ 93,350	83.38%

Expenditures				
Salaries & Wages	3,951	50,665	47,310	93.38%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,083	13,649	12,743	93.36%
Employee Benefits- Dental	29	377	351	93.01%
Employee Benefits-Add Life	12	147	147	100.00%
Employee Benefits-Disability	50	405	598	147.73%
FICA	235	2,640	2,805	106.26%
Medicare	55	749	656	87.55%
Employee Benefits-Retirement	636	4,688	3,038	64.79%
Unemployment	-	27	44	161.89%
Workers Comp Insurance	(7)	223	(49)	-21.84%
Communications	42	750	375	50.00%
Advertising	-	500	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	-	1,600	959	59.95%
Education and Training	-	1,000	239	23.90%
Contract Labor	-	7,500	1,685	22.47%
Supplies-Special Events	-	15,000	4,867	32.44%
Small Equipment	-	-	1,689	100.00%
Software	-	1,000	-	0.00%
Payments to Other Agencies	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 6,086	\$ 102,920	\$ 77,456	75.26%

Holly Springs Downtown Development Authority

Treasurer's Report

November 2020

Opening Balance: \$ 83,549.89

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total	\$	-
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Add: Deposits & Other Credits

Total	\$	-
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Ending Bank Balance \$ 83,549.89

Plus Certificate of Deposit \$ 36,348.83

Total Funds	\$	119,898.72
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**Main Street Board
Budget To Actual Comparison Report
As of December 31, 2020**

Revenues	December 2020 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	-	50,586	50,586	100.00%
Alcohol Beverage Licenses	-	25,000	25,000	100.00%
Alcohol Pouring Permits	385	5,000	2,325	46.50%
Donations From Private Sources	-	20,000	11,500	57.50%
Miscellaneous/Registrations/Booth Fees	-	8,825	1,806	20.46%
Rents and Royalties	-	2,500	2,500	100.00%
Interest Revenue	1	50	20	39.02%
TOTAL REVENUES	\$ 386	\$ 111,961	\$ 93,737	83.72%

Expenditures				
Salaries & Wages	6,572	50,665	53,881	106.35%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	7	13,649	12,749	93.41%
Employee Benefits- Dental	-	377	351	93.01%
Employee Benefits-Add Life	-	147	147	100.00%
Employee Benefits-Disability	-	405	598	147.73%
FICA	392	2,640	3,197	121.10%
Medicare	91	749	747	99.76%
Employee Benefits-Retirement	(156)	4,688	2,882	61.47%
Unemployment	-	27	44	161.89%
Workers Comp Insurance	(7)	223	(56)	-24.98%
Communications	42	750	417	55.55%
Advertising	-	500	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	-	1,600	959	59.95%
Education and Training	-	1,000	239	23.90%
Contract Labor	(75)	7,500	1,610	21.47%
Supplies-Special Events	47	15,000	4,914	32.76%
Small Equipment	-	-	1,689	100.00%
Software	-	1,000	-	0.00%
TOTAL EXPENDITURES	\$ 6,912	\$ 102,920	\$ 84,368	81.97%

Holly Springs Downtown Development Authority

Treasurer's Report

December 2020

Opening Balance: \$ 83,549.89

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
12/29/2020	1408	City of Holly Springs	\$ (3,949.44)	Stormwater fees

Total \$ (3,949.44)

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 79,600.45

Plus Certificate of Deposit \$ 36,348.83

Total Funds \$ 115,949.28



**Main Street Board
Budget To Actual Comparison Report
As of January, 2021**

Revenues	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	19,357	54,567	19,357	35.47%
Alcohol Beverage Licenses	-	25,000	-	0.00%
Alcohol Pouring Permits	590	5,000	590	11.80%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	5,000	-	0.00%
Rents and Royalties	3,935	5,000	3,935	78.70%
Interest Revenue	2	50	2	3.30%
TOTAL REVENUES	\$ 23,884	\$ 114,617	\$ 23,884	20.84%

Expenditures				
Salaries & Wages	4,013	52,189	4,013	7.69%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	2,477	16,715	2,477	14.82%
Employee Benefits- Dental	140	368	140	38.01%
Employee Benefits-Add Life	25	147	25	16.67%
Employee Benefits-Disability	100	598	100	16.68%
FICA	237	3,298	237	7.17%
Medicare	55	771	55	7.18%
Employee Benefits-Retirement	393	5,661	393	6.95%
Unemployment	18	27	18	65.93%
Workers Comp Insurance	183	230	183	79.70%
Communications	17	600	17	2.83%
Travel	-	600	-	0.00%
Dues and Fees	200	1,000	200	20.00%
Education and Training	-	500	-	0.00%
Contract Labor	-	5,000	-	0.00%
Supplies-Special Events	-	15,000	-	0.00%
Payments to Other Agencies	-	2,500	-	0.00%
TOTAL EXPENDITURES	\$ 7,857	\$ 106,204	\$ 7,857	7.40%

Holly Springs Downtown Development Authority

Treasurer's Report

January 2021

Opening Balance: \$ 79,600.45

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total \$ -

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 79,600.45

Plus Certificate of Deposit \$ 36,348.83

Total Funds \$ 115,949.28



**Main Street Board
Budget To Actual Comparison Report
As of February 28, 2021**

Revenues	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	17,060	54,567	36,417	66.74%
Alcohol Beverage Licenses	-	25,000	-	0.00%
Alcohol Pouring Permits	740	5,000	1,330	26.60%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	5,000	-	0.00%
Rents and Royalties	1,065	5,000	5,000	100.00%
Interest Revenue	2	50	3	6.36%
TOTAL REVENUES	\$ 18,867	\$ 114,617	\$ 42,750	37.30%

Expenditures				
Salaries & Wages	3,951	52,189	7,964	15.26%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	3,718	22.24%
Employee Benefits- Dental	70	368	210	57.01%
Employee Benefits-Add Life	12	147	37	25.00%
Employee Benefits-Disability	50	598	150	25.02%
FICA	233	3,298	470	14.24%
Medicare	55	771	110	14.25%
Employee Benefits-Retirement	393	5,661	786	13.89%
Unemployment	15	27	32	120.19%
Workers Comp Insurance	-	230	183	79.70%
Communications	42	600	59	9.77%
Travel	-	600	-	0.00%
Dues and Fees	140	1,000	340	34.00%
Education and Training	-	500	-	0.00%
Contract Labor	-	5,000	-	0.00%
Supplies-Special Events	-	15,000	-	0.00%
Payments to Other Agencies	-	2,500	-	0.00%
TOTAL EXPENDITURES	\$ 6,202	\$ 106,204	\$ 14,058	13.24%

Holly Springs Downtown Development Authority

Treasurer's Report

February 2021

Opening Balance: \$ 79,600.45

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total \$ -

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 79,600.45

Plus Certificate of Deposit \$ 36,348.83

Total Funds \$ 115,949.28