



City of Holly Springs

Date: Monday, March 1, 2021

Location: 3235 Holly Springs Pkwy.

City Council Work Session Agenda 7:00 p.m., Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. PUBLIC COMMENTS

V. UNFINISHED BUSINESS

- A. Discuss a request from A1 Contracting, LLC for relief from liquidated damages for the Palm Street Sidewalk & Drainage Improvement Project
Presented By: Steven W. Miller, Mayor

VI. NEW BUSINESS

- B. Discuss donating K-9 Officers Odan and Lexi
Presented By: Chief Michael Carswell
- C. Discuss a forty-eight (48) month agreement between Duplicating Products, Inc. and the City of Holly Springs, Georgia and a State and Local Government Addendum between GreatAmerica Financial Services Corporation and the City of Holly Springs, Georgia
Presented By: Ron Carter, Information Technology Manager/Facilities Manager
- D. Discuss quotes for the southern City of Holly Springs Gateway Monument sign
Presented By: Robert H. Logan, City Manager

E. Discuss a quote for appraisal fees from BM&K, PC
Presented By: Robert H. Logan, City Manager

F. Discuss a franchise agreement between Comcast Cable Communications, LLC
and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

VII. REPORTS

IV. ADJOURNMENT

EXECUTIVE SESSION IMMEDIATELY FOLLOWING

- Personnel



January 29, 2021

City of Holly Springs
Attn: Mr. Rob Logan, City Manager
PO Box 990
Holly Springs, GA 30142

Subject: Palm Street Sidewalk and Drainage Improvement Project Time
Extension Request

Dear Mr. Logan:

BM&K was asked to provide a summary for the latest time extension request from A1 Contracting for the above referenced project. The request seems to focus on two areas of concern from A1 Contracting. The first area of concern focuses on alleged delays caused by Georgia Power and/or the City of Holly Springs stemming from the City's timeline for securing an agreement with Georgia Power to relocate 4 power poles that were in conflict with the installation of the 54" storm drain pipe. A1 Contracting claims they were impeded from laying the storm drain pipe because of the conflicting power poles. However, the power poles were only in conflict for approximately half the project. The other half of the project was clear of above ground and underground utilities on the west side. A1 Contracting could have begun laying pipe at approximately station 12+25 LT and continue to the beginning of the project without conflicts at any time. Additionally, A1 Contracting continued to not understand the proper procedures and timeframes for utility relocations on roadway projects.

The below sections are taken directly from the GDOT Specifications which are part of the contract. These sections outline the City's and the contractor's responsibilities as they relate to utilities.

I. 105.06 Cooperation with Utilities

- i. The Department (City) will notify all utility companies, all pipeline owners, all railroad companies, or other parties affected of Award of the Contract, giving the name and address of the Contractor, and will assist the Contractor in arranging for all Section 105-Control of Work 25 necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction.
- ii. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, railroad facilities, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for elsewhere in the Contract.

- iii. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present location or relocated positions, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them. Delays and interruptions to the controlling Item or Items of The Work are covered in Subsection 107.21.G.
- iv. It shall be the Contractor's responsibility to plan with each utility owner a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility owner will be required to perform his removal and relocation work

a. **107.21.G. Delays**

- i. Delays and interruptions to the controlling Item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property will be considered for an extension of Contract Time as provided in Subsection 108.07 unless such delays are due to the negligence of the Contractor.

b. **108.07.E. Extension of Contract Time**

- i. If satisfactory fulfillment of the Contract requires performance of work in greater quantities than those set forth in the Proposal, the Contract Time allowed for performance shall be extended on a basis commensurate with the amount and difficulty of the added work as determined by the Engineer, whose decision shall be final and conclusive. If the estimated time for the consolidation of embankments at bridge ends is extended, the Contract Time will be extended as provided in Subsection 208.3.05.B.3.
- ii. If the normal progress of The Work is delayed for reasons beyond his control, the Contractor shall, within 15 days after the start of such delay, file a written request to the Engineer for an extension of time setting forth therein the reasons and providing complete documentation for the delay which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.
 - a. *The highlighted portion above in an important section for the contractor to notify the City within 15 days after the contractor notices a utility delay. AI did send notice of the delay but did not include a request for any extension of contract time – Notice sent via email on June, 1st 2020. The first request for a time extension was dated September 29, 2020 but was not received until October 6, 2020 which was after the original completion date of the project.*
- iii. If the Engineer finds that The Work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify.
- iv. Any authorized extension of the Contract Time will be in full force and effect the same as though it was the original Contract Time.

The second item from A1 Contracting is a change order that was issued for fence. The change order only included a change in material for the fence. There were two pay items that were part of the original contract. The two items included removing and resetting existing fences along two parcels on the project. It was the intent for this fence to be removed and reset using the same material that was removed. A1 Contracting chose to wait until the end of the project to work on these fences. It was determined that the existing fence material was not reusable so a Change Order was approved (November 6, 2020) to pay \$21 per foot for new material. The fence request for utilizing new material was submitted on November 2, 2020. The fence was not an added item. The fence could have been rebuilt at any time during the project and would have made sense to do this work as one of the first items of construction to have them out of the way.

It is the opinion of BM&K that not only should A1 Contracting be assessed liquidated damages for this project, but possibly should not be allowed to bid on future work in the City for a minimum of two years. This is based on the information detailed in this letter and the following items:

1. Lack of understanding of GDOT specifications for this type of work leading to numerous contract violations
2. Project lacked consistent onsite supervision
3. Personnel onsite daily lacked communication
4. City was notified by 3rd party to pay monthly project payments to attorney instead of A1 for default on loan by A1
5. Notices of failure to pay suppliers. A1 stated this was corrected but have received no affidavits from supplier for verification.
6. Traffic Control violations where fines were issued
7. Erosion Control violations where fines were issued
8. Overall workmanship as it relates to fence and final paving
9. Minimal work completed on punch list

Please let me know if you have any questions or need any additional information.

Sincerely,

Jacob Hughes, P.E.
Consultant City Engineer



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

RHL

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: A1 Contracting Liquidated Damages

DATE: January 15, 2021

RECOMMENDATION: To discuss the imposition of liquidated damages levied against A1 Contracting by the City of Holly Springs pursuant to the construction contract for the Palm Street Sidewalk & Drainage Improvements Project.

REPORT-IN-BRIEF: Mayor Miller and I met with Jason Moody from A1 Contracting on January 8, 2021 to discuss the imposition of liquidated damages levied by the City of Holly Springs against A1 Contracting for its failure to complete the Palm Street Sidewalk & Drainage Improvements Project by the end of September. Jacob Hughes has corresponded with Mr. Moody numerous times and recommends that the liquidated damages should be assessed pursuant to our contract with A1 Contracting. I have attached to this agenda report a copy of the outstanding punch list prepared by Jacob Hughes from BM&K as well as the calculation of liquidated damages through the end of December, fine assessments imposed by the City of Holly Springs against A1 Contracting and the request for substantial completion from A1 Contracting effective December 30, 2020.

FISCAL IMPACT: Accrued liquidated damages through December 30, 2020 total \$93,000. The City of Holly Springs City Council approved relief for an additional sixteen days amounting to \$16,000. The net amount assessed against A1 Contracting is currently \$77,000 at December 31, 2020.



www.bmandk.com

January 7, 2021

A1 Contracting
138 Moose Loop Road
Canton, GA 30114
Attn: Jason Moody

RE: Palm Street Sidewalk & Drainage Improvements Project - Final Inspection & Punchlist

Dear Mr. Moody,

A final walkthrough was conducted on the above referenced project on January 6, 2021 by City personnel and BM&K. The project was deemed substantially complete at this time. However, the items listed below will need to be addressed before the project will be accepted as final. Per the contract, the contractor is responsible for maintenance of the project until final acceptance. Additionally, items may be added to the punch list until final acceptance of the project.

Corrective Items:

1. Multiple catch basins do not have access steps and/or are placed incorrectly. Provide access steps to each catch\ basin.
2. Remove all survey stakes
3. Clean out catch basins of all debris and/or trash.
4. Some catch basins (A11.2, A14, A13) are not sealed and are leaching ground water into the catch basin. Repair with grout to stop leaking.
5. Remove all silt fence
6. Remove all debris (i.e., rocks, concrete & asphalt chunks) from all mowable areas
7. Clean up wood debris at approximately STA 4+50 LT
8. Add Rip Rap at drainage structure A12.1 and regrade the area to remove silt
9. Regrade area at STA 4+50 LT to remove standing water
10. Remove loose nails along the ground and on top of posts at new fence on parcels 9 & 10.
11. Coordinate the removal of the utility in Catch Basin 9.1
12. Stabilize ditch flowing into inlet A6.2 at STA 11+00 LT with either ditch matting and/or rip rap.
13. Remove tree stump at approximately STA 7+75 LT
14. Remove wood formwork from all catch basins
15. Remove pallet of Quikcrete from behind fence at Haygood property at STA 16+00 RT
16. Remove and replace lid to catch basin A2. The manhole does not align with the basin.

103 Mountain Brook Drive, Suite 112, Canton GA, 30115

phone: 678.522.5601



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17. Coordinate with Cherokee County Water Sewerage Authority on the location of the valve for the fire hydrant at approximately STA 19+90 RT. Seems to be buried.
18. Remove all old fence posts along the right of way where the old fence line existed on parcels 9 & 10. Some stubs are remaining.
19. Repair and/or seal all cracks in sidewalk and curb and gutter throughout the project limits
20. Repair unacceptable workmanship on new fence on Parcel 10. Fence posts are not placed at 24" specified depths. Many boards are not properly aligned with posts. Some posts have many nail holes where boards were nailed and removed and renailed.
21. Fence change order pricing included painting of all fences to match existing fences as much as possible.
22. Regrade areas along Parcel 9 to soften the transition from the shoulder point to the new fence. The area can be stabilized with sod.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Hughes".

Jacob Hughes, P.E., Consultant City Engineer

CC: Robert H. Logan, City Manager City of Holly Springs
Nancy Moon, Community Development Director, City of Holly Springs
Donald Bean, BM&K Inspector

CONTINUATION SHEET

City of Holly Springs
PO Box 990
Holly Springs, GA 30142

AT Contracting, LLC
138 Moose Loop Rd
Canton, GA 30014

Job Name: City of Holly Springs, Palm Street Sidewalk and Drainage Improvements
Project Number: RFB# 2020-01

PAGE 2 OF 3

APPLICATION NO: 7
APPLICATION DATE: 12/08/20
PERIOD TO: 12/07/20

A ITEM NO.	B DESCRIPTION OF WORK	C			D SCHEDULED VALUE	E PREVIOUS APPLICATION		F CURRENT		G COMPLETED TO DATE		K BALANCE TO FINISH (\$)	L RETAINAGE
		Qty	Units	Unit Cost		PREVIOUS APPLICATION Qty	PREVIOUS APPLICATION TOTAL	THIS PERIOD Qty	THIS PERIOD Total	TO DATE Qty (B+F)	TO DATE Total		
***	#57 stones 127 TN @ \$35/per TN RES (\$450.00) Install Doghouse over 24" RCP (\$4,200) Re-execute cut pipe, pour concrete 5x5x4", Build 4x4 brick box pour throat pour top backfill Install 3rd Concrete Apron 14'x4'x6" Demo curb & gutters, cut in dirt slope compact, install 2" GAB, pour concrete 14'x4'x6" (\$9578.50)												
	Traffic Control Violation - Deduct	2	EA	\$ (1,300.00)	(\$2,600.00)	-2.00	(\$2,600.00)			-2.00	(\$2,600.00)	\$0.00	-\$250.00
	Liquidated Damages - Deduct	2	EA	\$ (1,000.00)	(\$2,000.00)	-2.00	(\$2,000.00)			-2.00	(\$2,000.00)	\$0.00	-\$200.00
	Liquidated Damages - Deduct 10/01-10/31	31	EA	\$ (1,000.00)	(\$31,000.00)	-31.00	(\$31,000.00)			-31.00	(\$31,000.00)	\$0.00	-\$3,100.00
	Liquidated Damages - Deduct 11/01-11/30	30	EA	\$ (1,000.00)	(\$30,000.00)			-30	(\$30,000.00)	-30.00	(\$30,000.00)	\$0.00	-\$3,000.00
	Totals				\$1,174,631.00		\$889,523.35		\$103,346.43		\$992,869.58	\$181,751.42	-\$99,286.96

LD through Nov. 30th : \$ 63,000

LD through December : 30,000

Less CO approved by Council: (16,000)

\$ 77,000



1/4/21

CERTIFICATE OF COMPLETION

I hereby affirm, to the best of my knowledge and belief, based on inspections, observations, testing of the construction and upon reports submitted by others, that Palm Street Sidewalk and Drainage (Holly Springs, GA) has substantially been completed as of 12/30/20, including the change order regarding the installed fence.

Thank you,

Dennis O'Briant

Operations Manager

Dennis O'Briant

Rob Logan

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Friday, January 15, 2021 8:27 AM
To: Rob Logan
Subject: FW: Palm Street Project Traffic Control Deduction
Attachments: Equipment No Flagging.pdf

This was the 1st Traffic Control violation.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Thursday, September 10, 2020 10:20 AM
To: 'Jason Moody' <jason.a1contracting@gmail.com>; 'Dennis O'Briant' <denniso.a1contracting@gmail.com>
Cc: 'Rob Logan (rlogan@hollyspringsga.us)' <rlogan@hollyspringsga.us>; 'Erin Honea' <ehonea@hollyspringsga.us>; 'Donald Bean' <dbean@bmandkinc.com>
Subject: Palm Street Project Traffic Control Deduction

Gentlemen,

The attached pic shows equipment in the travel lanes without the proper flagging operation. This has been discussed onsite with A1 personnel numerous times by the inspection staff. This is in direct violation of section 150 of the contract and results in a non-refundable \$1300 deduction per section 150.5.01 of the contract. This shall be reflective on the next pay application and shown in a new line item titled "Traffic Control – Deduction" as a deduction. This fine is a daily charge and will be assessed each day that a violation is noted.

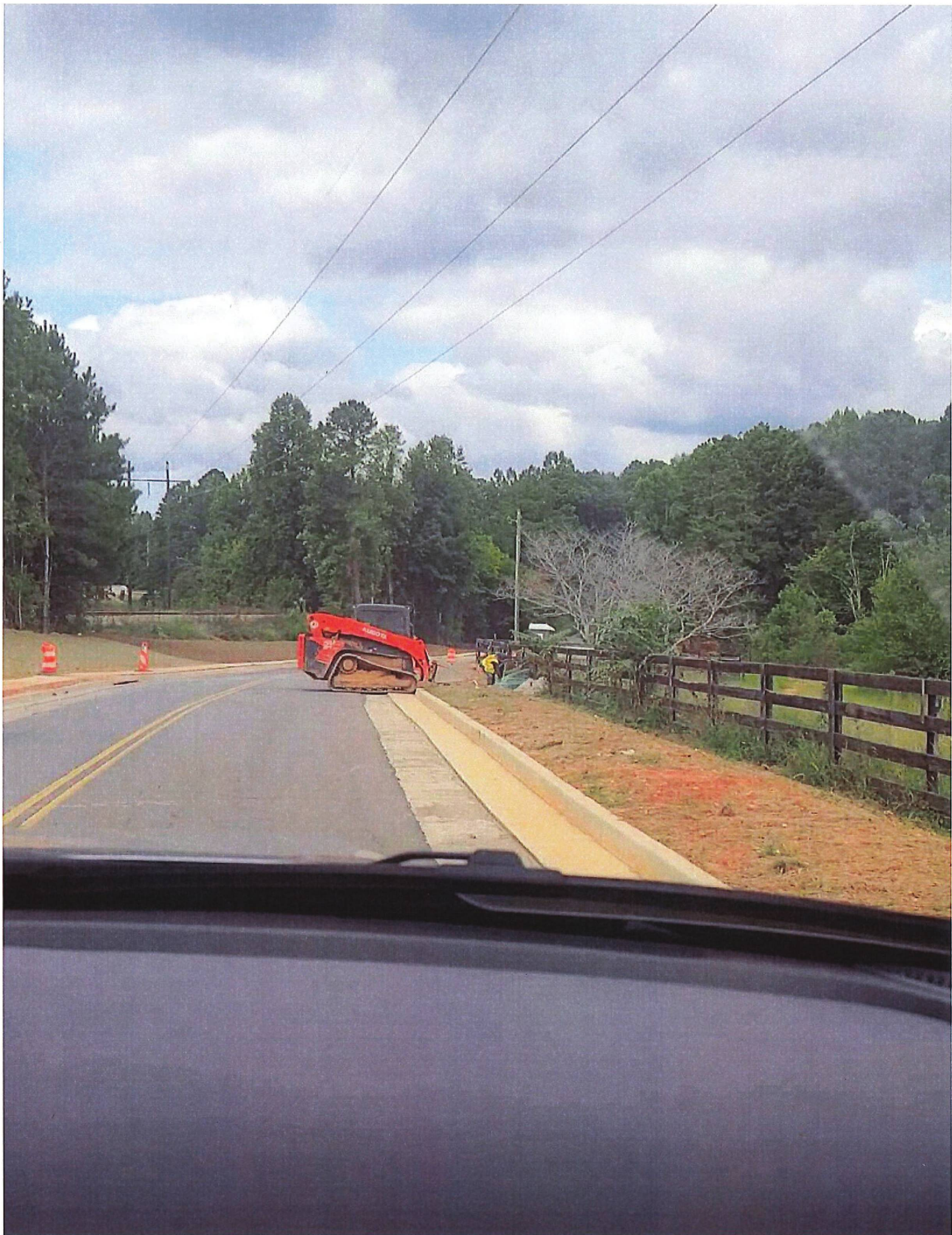
Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com



Rob Logan

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Friday, January 15, 2021 8:32 AM
To: Rob Logan
Subject: FW: Palm Street Project Traffic Control Deduction

And this was the 2nd one...this one didn't have any pics.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Monday, September 28, 2020 8:05 AM
To: 'Jason Moody' <jason.a1contracting@gmail.com>; 'Dennis O'Briant' <denniso.a1contracting@gmail.com>
Cc: 'Rob Logan' <rlogan@hollyspringsga.us>; 'Erin Honea' <ehonea@hollyspringsga.us>; Donald Bean <dbean@bmandkinc.com>
Subject: RE: Palm Street Project Traffic Control Deduction

Gentlemen,

On Friday (9-25-20), equipment was present in the travel lanes without the proper flagging operation. This has been discussed onsite with A1 personnel numerous times by the inspection staff. This is in direct violation of section 150 of the contract and results in a non-refundable \$1300 deduction per section 150.5.01 of the contract. This shall be reflective on the next pay application and shown in a new line item titled "Traffic Control – Deduction" as a deduction. This fine is a daily charge and will be assessed each day that a violation is noted. This is the second time this has happened this month.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: [Rob Logan](#)
To: [Karen Norred](#); [Erin Honea](#)
Cc: jacob@bmandkinc.com
Subject: FW: Info
Date: Thursday, January 28, 2021 11:06:07 AM
Attachments: [Dec 9 completion request.pdf](#)
[16 day request.pdf](#)
[Ga power delays.pdf](#)
[Nov 6 completion request.pdf](#)
[Fence approval and time extension request.pdf](#)
[image002.png](#)

These are the documents that Jason sent in regard to the request for relief from the liquidated damages. Jacob will also be present at the meeting Monday night.

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
rlogan@hollyspringsga.us
(Office) 770-721-7503
(Fax) 678-880-9500

From: Jason Moody <jason.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 12:11 PM
To: Rob Logan <rlogan@hollyspringsga.us>
Subject: Info

Rob,

Attached are my supporting documents to back up my request for relief from LDs. It is actually 90 days once broken down. 53 for utility, 21 for the fence and the 16 that have already been granted. Being that Dec 9 was the day Perm striping was installed and the fence REPLACEMENT was added to the scope I feel that Dec 9 should be the completion date with a request 74 days of LD relief which does not include time for the fence.

I appreciate everyone's time and consideration during these trying times!!

Please feel free to contact me if needed.



Jason Moody
PRESIDENT
SITE – CONCRETE – LANDSCAPE
138 Moose Loop Road | Canton GA 30114
PHONE | 770 345 9464 | MOBILE 404 849 1343
EMAIL | Jason.A1Contracting@gmail.com
"INTEGRITY FIRST"



OCT

Jacob , we are requesting a five day extension on the doghouse structure built from an approved change order 1. Excavate and cut pipe and pour base, let it cure 2. Build brick structure, let it cure 3. Backfill and compact frame throat and pour, let it cure 4. Strip throat, frame top and pour, let it cure 5. Strip top backfill. The approved change order for apron, 1 day grade and pour

The FES and pipe approved change order, we are requesting a 1 day extension

Road milling and paving extension, we were scheduled to start oct 23rd and due to the on and off rain for the week I am requesting a 7 day extension for this. I have attached the rain log for this timeframe and this has a direct effect on the paving timeline. Thank you

Dennis O'Briant

Operations Manager

* This was SENT w/ OCT
PAY APP
AT THIS TIME the fence change order was
NOT Approved!

Mayor
Steven W. Miller

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II



City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 - Fax: 770-345-0209

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

November 18, 2020

Mr. Jason Moody
A1 Contracting, LLC
138 Moose Loop
Canton, GA 30114

Dear Jason,

I forwarded your request for an extension and relief from liquidated damages to BM&K Construction & Engineering for their review. Based on their review of the documents that you submitted and the construction contract, BM&K recommended that the City of Holly Springs grant the following:

Weather Delays	9 additional days
Change Orders	7 additional days
Utility Delays	0 additional days

The City of Holly Springs City Council discussed your request at their meeting on November 16th and voted to grant A1 Contracting, LLC sixteen (16) additional days based on the recommendation from BM&K Construction & Engineering. Therefore, liquidated damages shall continue to accrue until the work outlined in the contract has been completed.

If you have any questions, please feel free to contact me at City Hall at 770-345-5536.

Sincerely,

Robert H. Logan, CPA, CGMA
City Manager

cc: Jacob Hughes, PE
Karen Norred

*This Request had nothing
To Do w/ Final*



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm street

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>
To: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>
Cc: Jacob Hughes <jacob@bmandkinc.com>

Wed, Dec 9, 2020 at 3:38 PM

Good afternoon, Donald we will be finished with the permanent striping at the end of day, and the fence will continue for the rest of the week.
This email will stand as a notice for substantial completion on the Palm street drainage project.

*The city is charging LD's on
Change order work.*

Jacob Hughes <jacob@bmandkinc.com>
To: Dennis O'Briant <denniso.a1contracting@gmail.com>
Cc: Rob Logan <rlogan@hollyspringsga.us>, Jason Moody <Jason.A1Contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

Wed, Dec 9, 2020 at 4:18 PM

Dennis,

I agree that substantial completion will be achieved when the fence has been completed.

Also, I received a time extension request from Bobbye with the last pay app requesting 10 additional days for the fence. A1 was already granted additional days for the fence Change Order. See attached letter from City Manager. No additional days will be granted.

Jacob
Hughes,
P.E.

Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115



Cell 678.522.5601
jacob@bmandkinc.com

** The Fence change order was NOT approved
until Nov. The 16 Day Extension was
from the October Request. DID NOT
Include ANY Type of Request for
the Fence.*



12/07/2020

Good afternoon, this is a request for a 10 day extension for the fence change order that was approved. thank you

Dennis O'Briant

Operations Manager

* This was submitted before anyone
knew the second fence had to be phased.
Phasing this fence took 11 additional calendar days

Jason Moody

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 11:51 AM
To: Jason Moody
Subject: Fwd: Palm street

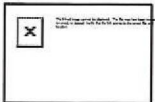
----- Forwarded message -----

From: Jacob Hughes <jacob@bmandkinc.com>
Date: Fri, Nov 6, 2020, 4:56 PM
Subject: RE: Palm street
To: Dennis O'Briant <denniso.a1contracting@gmail.com>
Cc: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>, Rob Logan <rlogan@hollyspringsga.us>

OK. Let's go with the new fence. The removal item in the contract should cover removing the existing fence. The new fence item can be paid for in the contingency line item and the reset fence item will not be used.

Mr. Ince needs a few days of notice prior to demo...he has animals.

**Jacob
Hughes, P.E.**



Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

www.bmandk.com

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Friday, November 6, 2020 4:53 PM
To: Jacob Hughes <jacob@bmandkinc.com>
Cc: Donald Bean <dbean@bmandkinc.com>; Jason Moody <Jason.A1Contracting@gmail.com>; Rob Logan <rlogan@hollyspringsga.us>
Subject: Re: Palm street

Jacob, the 21.00 If price includes paint, both fences are dilapidated and in bad condition, I would not recommend trying to reuse the fence.

On Fri, Nov 6, 2020, 4:32 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

The intent for both fences prior to construction was to indeed remove and reset the existing fence. I know during construction some of the fence has been damaged and was replaced. A1 needs to determine if the fence can be removed and reused. If not, then are you saying the new fence price is \$21 per linear foot installed for new fence? That price should include painting the fence to match the existing if the property owners desire it to match.

**Jacob
Hughes, P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

www.bmandk.com

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Monday, November 2, 2020 4:50 PM
To: Jacob Hughes <jacob@bmandkinc.com>; Donald Bean <dbean@bmandkinc.com>; Jason Moody <Jason.A1Contracting@gmail.com>
Subject: Palm street

Jacob, hope you are well today. I would like some clarification on the fence, in the line item we will remove and reset the existing fence and it states the same in the contract documents under having to remove and reset miscellaneous items, the price we have provided is for that only, both of the homeowner's are expecting and upgraded new fence and the price for that is 21.00 a linear foot, and the total fence line for both properties measures 1381 lf, it is over the line item by 81 ft. Please advise the direction you would like to go from here. Thank you.

Jason Moody

From: Jason Moody <jason.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 11:43 AM
To: Jason Moody
Subject: Fwd: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

----- Forwarded message -----

From: **Jason Moody** <jason.a1contracting@gmail.com>

Date: Tue, Jan 5, 2021, 6:06 PM

Subject: Re: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Dennis O'Briant <denniso.a1contracting@gmail.com>, Varri Kline <varrik.a1contracting@gmail.com>, Rob Logan <rlogan@hollyspringsga.us>, Donald Bean <dbean@bmandkinc.com>

Ok Jacob, if you say so... You might want to review your emails....

On Tue, Jan 5, 2021, 6:03 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

I'm not implying anything...I'm telling you straight up...the CO that was approved by City Council only included the items that were listed (i.e. doghouse, new concrete driveway)...in a separate email chain the fence was approved on 11-6-20 and it didn't include any time request from A1.

** This Request was made on 12/7*

On Tue, Jan 5, 2021 at 5:57 PM Jason Moody <jason.a1contracting@gmail.com> wrote:

You are implying that the request approved by the city included the fence, now you are saying no time has been requested, which is Jacob?

Sounds like it was never presented To the City Council?

On Tue, Jan 5, 2021, 5:55 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

Jason I don't know how many times we are going to have to go over this. A change order for replacing fence was approved via an email chain on 11-6-2020. You were copied in it. No time was requested for fence. No time will be granted for fence...as previously stated your contract was to remove and reset the existing fence...the only thing that changed was the old fence was not in any shape to be reused so you had to use new materials.

On Tue, Jan 5, 2021 at 4:20 PM Jason Moody <jason.a1contracting@gmail.com> wrote:

Jacob,

The 10 Day Request was Projected on

You do realize that additional time requested did not include the fence as it was not approved at the time. The replacement of the fence was never part of the contract.

12/9 By Jacob

On Tue, Jan 5, 2021, 3:45 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

Dennis,

The City's letter granting your time extension included 7 days for the Change Orders and an additional 9 days for weather. This means that time will stop officially on 12-30-20. However, you will only be charged 14 days for the month of December for liquidated damages. That can be reflected on the next pay app.

**Jacob
Hughes, P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

www.bmandk.com

From: Dennis O'Briant <denniso.a1contracting@gmail.com>

Sent: Tuesday, January 5, 2021 3:12 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Varri Kline <varrik.a1contracting@gmail.com>; Jason Moody <Jason.A1Contracting@gmail.com>

Subject: Re: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

Jacob, the fence was finished on this date and that was a change order, the permanent striping was finished December 5th. In my records that is the original substantial completion date.

On Tue, Jan 5, 2021, 2:19 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

~~We agree and will stop time on the project on 12-30-2020 per your letter. The City will forward a punch list for completion within 30 days of receipt when it is compiled next week.~~

**Jacob
Hughes, P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112



12/07/2020

Good afternoon, this is a request for a 10 day extension for the fence change order that was approved. thank you

Dennis O'Briant

Operations Manager

* This was submitted before anyone
knew the second fence had to be phased.
Phasing this fence took 11 additional calendar days



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm street

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Wed, Dec 9, 2020 at 3:38 PM

To: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Cc: Jacob Hughes <jacob@bmandkinc.com>

Good afternoon, Donald we will be finished with the permanent striping at the end of day, and the fence will continue for the rest of the week.

This email will stand as a notice for substantial completion on the Palm street drainage project.

*The city is charging LD's on
Change order work.*

Wed, Dec 9, 2020 at 4:18 PM

Jacob Hughes <jacob@bmandkinc.com>

To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Cc: Rob Logan <rlogan@hollyspringsga.us>, Jason Moody <Jason.A1Contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

Dennis,

I agree that substantial completion will be achieved when the fence has been completed.

Also, I received a time extension request from Bobbye with the last pay app requesting 10 additional days for the fence. A1 was already granted additional days for the fence Change Order. See attached letter from City Manager. No additional days will be granted.

**Jacob
Hughes,
P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

** The Fence change order was NOT approved
until Nov. The 16 Day Extension was
from the October Request. DID NOT
Include ANY Type of Request for
the Fence.*



www.bmandk.com

March 2, 2020

TO: A1 Contracting, Georgia Power, COMCAST Cable, Crowncastle, Cherokee County Water & Sewer Authority (CCWSA), Atlanta Gas Light, Windstream Communications, Zayo,

RE: Notice to Proceed - Utilities
Palm Street Sidewalk & Drainage Project

Dear Sir or Madam:

This project was awarded to A1 Contracting by the Holly Springs City Council on February 24, 2020 and construction will begin soon.

You are hereby directed to proceed with the removal, relocation and adjustment of your utility facilities in conflict with the proposed construction. **Work shall be completed within sixty days from the date of this letter, or an adjustment schedule needs to be provided to our offices for review and approval.** In the event it is not possible for all of your work to be completed within the scheduled time, please notify this office promptly of your schedule for completion, outlining the reasons for not completing your work within the allotted time as stated above.

Before beginning any adjustment work on this project, it will be necessary for you to contact Jacob Hughes, P.E. to arrange for the required City of Holly Springs Utility permit/supervision of your work.

If a half size set of plans or electronics are needed please let us know and we will get the information to you for the project.

If we can provide any further information or assistance, please contact me at (678)522-5601.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Hughes", is written over the typed name "Jacob Hughes, P.E.".

Jacob Hughes, P.E.
Consultant City Engineer
City of Holly Springs, Georgia

103 Mountain Brook Drive, Suite 112, Holly Springs, GA 30115

phone: 678.522.5601



Dennis O'Briant <denniso.a1contracting@gmail.com>

RE: Ga Power poles City of Holly Springs Palm St project

7 messages

Gay, John C. <JCGAY@southernco.com>

Tue, Oct 13, 2020 at 8:37 AM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Cc: "Gay, John C." <JCGAY@southernco.com>, "Boggs, Christopher J." <cjboggs@southernco.com>

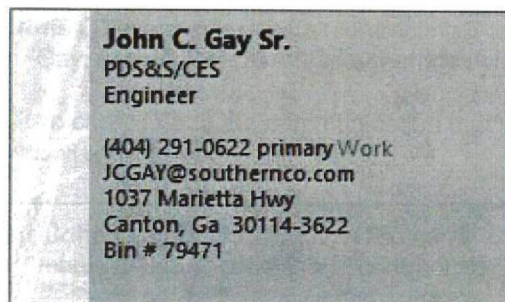
Dennis,

Here is a timeline of communications, GPC agreement, and GPC construction for this project:

- **11/18/2019:** GPC received 1st submission plans
- **01/06/2020:** GPC returned to BMK (representative for the city as Project Manager) existing and proposed
- * • **03/02/2020:** GPC received NTP from the city
 - No 2nd submission plans were received
 - No other communication was received or discussion about GPC's proposed relocations prior to the NTP issuance
 - GPC replied immediately to this NTP notification explaining that several items had to be completed before release to GPC construction
- **03/11/2020:** GPC (John Gay & Chris Boggs) met with BMK (Jacob Hughes) to discuss overhead power lines and poles in conflict with installation of 54" storm drain pipe
 - Discussion led to redesign for GPC proposed relocations due to constructability issues for the install of above referenced storm drain
- **05/27/2020:** GPC sent agreement to the city of Holly Springs
- **06/17/2020:** GPC received executed agreement from the city of Holly Springs
- **07/20/2020:** GPC construction started
- **08/30/2020:** GPC construction completed; approximate date ▶ We were at a stand still on July 7 (Approx 53 calendar Day Delay)

Let me know if you need any other information.

* The NTP was Issued 3.5 Months Before The Agreement was Signed BY the City. Please Keep In MIND this should Be Done Prior To NTP



From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Monday, October 12, 2020 2:49 PM
To: Gay, John C. <JCGAY@southernco.com>
Subject: Fwd: Ga Power poles

EXTERNAL MAIL: Caution Opening Links or Files

John here is the emails I have sent to BM and K referring to the poles, let me know if you can help me in any way. thanks John

----- Forwarded message -----

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Date: Mon, Jun 1, 2020 at 3:49 PM
Subject: Ga Power poles
To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>

Gentleman, I have spoken to Ga Power about the schedule to remove or relocate the poles at the Palm street project, he stated that the City of Holly Springs has not signed the agreement yet with Ga Power to proceed with their scope of work, and that they are a minimum of two weeks out once signed, this will impede on A1 Contractings schedule to safely install the pipe and structures around these poles, is there any way to fast track this? Thank you for your time. Dennis.



Dennis O'Briant <denniso.a1contracting@gmail.com>

Ga Power poles

8 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Mon, Jun 1, 2020 at 3:49 PM

To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>

Bcc: Jason Moody <Jason.A1Contracting@gmail.com>

Gentleman, I have spoken to Ga Power about the schedule to remove or relocate the poles at the Palm street project, he stated that the City of Holly Springs has not signed the agreement yet with Ga Power to proceed with their scope of work, and that they are a minimum of two weeks out once signed, this will impede on A1 Contractings schedule to safely install the pipe and structures around these poles, is there any way to fast track this? Thank you for your time.
Dennis.

This should have been completed before the NTP was issued

Jacob Hughes <jacob@bmandkinc.com>

Mon, Jun 1, 2020 at 5:16 PM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

The City Manager said they just got the agreement and it is on the City Council agenda tonight for signatures. I check will be issued to GA Power next week.

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Mon, Jun 1, 2020 at 6:18 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Donald Bean <dbean@bmandkinc.com>

Great, thanks for the update.

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Tue, Jul 7, 2020 at 6:10 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Team,

I want to give a quick update on Ga Power, they have yet to move the poles interfering with the installation of the 54 inch pipe and structures, this is severely impeding on our schedule, they have bored the new line in across the road, they are attempting to set poles, but can not at this time give me a schedule for the removal of the poles in the conflicted area, again this is impeding on our schedule and is affecting our projected finish time on this project, also I will be looking at accruing extra days for the rain events that have also impeded our schedule. If you have any questions please let me know. Dennis

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Mon, Oct 12, 2020 at 2:48 PM

To: jcgay@southernco.com

John here is the emails I have sent to BM and K referring to the poles, let me know if you can help me in any way. thanks John

----- Forwarded message -----

From: Dennis O'Briant <denniso.a1contracting@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Tue, Oct 27, 2020 at 7:56 AM

To: Varri Kline <varrik.a1contracting@gmail.com>

fyi

----- Forwarded message -----

From: Dennis O'Briant <denniso.a1contracting@gmail.com>

Date: Mon, Jun 1, 2020 at 3:49 PM

Subject: Ga Power poles

To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>

[Quoted text hidden]

Varri Kline <varrik.a1contracting@gmail.com>

Thu, Oct 29, 2020 at 3:44 PM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Thank you,



Javarri Kline

SITE - CONCRETE - LANDSCAPE

138 Moose Loop Rd Canton, GA 30114

Office | (770) 345-9464

Mobile | (404) 304-4826

VarriK.A1Contracting@gmail.com

"Integrity First"

[Quoted text hidden]



Time Extension Letter 2 - Palm Street Sidewalk and Drainage (Holly Springs, GA).docx

100K

Varri Kline <varrik.a1contracting@gmail.com>

Thu, Oct 29, 2020 at 4:01 PM

To: Dennis O'Briant <DennisO.A1Contracting@gmail.com>

Thank you,



Javarri Kline

SITE - CONCRETE - LANDSCAPE

138 Moose Loop Rd Canton, GA 30114

Office | (770) 345-9464

Mobile | (404) 304-4826

VarriK.A1Contracting@gmail.com

"Integrity First"

[Quoted text hidden]



Time Extension Letter 2 - Palm Street Sidewalk and Drainage (Holly Springs, GA).docx

100K



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm Street substantial completion

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Tue, Nov 24, 2020 at 1:20 PM

To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Team, here is a letter stating our substantial completion on this project, let me know if you have any questions.



palm street substantial completion.pdf

76K

Jacob Hughes <jacob@bmandkinc.com>

Mon, Nov 30, 2020 at 9:57 AM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Cc: Rob Logan <rlogan@hollyspringsga.us>, Donald Bean <dbean@bmandkinc.com>

Dennis & Jason,

Per the letter dated 11-18-20 from the City Manager, "...liquidated damages shall continue to accrue until the work outlined in the contract has been completed." The substantial completion date that is listed in the attached letter is incorrect as there are still outstanding work items to be installed on the project. (i.e. fencing and final striping). When these 2 items have been completed the City will accept that the project is substantially complete.

**Jacob
Hughes,
P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115



Cell 678.522.5601

jacob@bmandkinc.com



11/24/2020

Good afternoon, as of Nov. 6th we have accomplished substantial completion on the Palm Street Drainage Project. The change order work regarding the new fence installation is in process, if you have any questions feel free to let me know.

Dennis O'Briant

Operations Manager

* Everything was complete on Nov. 6th w/ Exception of Perm Striping
- Temp striping was installed ~~there~~

* Punch List should have been generated at this point, the only contract item remaining was Perm striping



Holly Springs Police Department

"State Certified Law Enforcement Agency"



Michael Carswell

Chief of Police

3235 Holly Springs Parkway
Holly Springs, Georgia 30142

Office 770-345-5537
Fax 770-345-5610

February 24, 2021

|

The Holly Springs Police Department is retiring K-9 Odan and wishes to give him to Sergeant Sam Rentz, who agrees that, by accepting K-9 Odan, the Holly Springs Police Department is making no representation as to K-9 Odan's condition and shall have no liability for K-9 Odan's condition and no further liability for any care of K-9 Odan. Sergeant Rentz accepts K-9 Odan "as is" and assumes all responsibility for the care of K-9 Odan.

Accepted:

Sergeant Sam Rentz

Dated:



Holly Springs Police Department

"State Certified Law Enforcement Agency"



Michael Carswell

Chief of Police

3235 Holly Springs Parkway
Holly Springs, Georgia 30142

Office 770-345-5537
Fax 770-345-5610

February 24, 2021

|

The Holly Springs Police Department is retiring K-9 Lexi and wishes to give her to Evan Azaroff, who resides at 104 Mackerel Lane, Summerville, South Carolina 29485. Mr. Azaroff agrees that, by accepting K-9 Lexi, the Holly Springs Police Department is making no representation as to K-9 Lexi's condition and shall have no liability for K-9 Lexi's condition and no further liability for any care of K-9 Lexi. Mr. Azaroff accepts K-9 Lexi "as is" and assumes all responsibility for the care of K-9 Lexi.

Accepted:

Evan Azaroff

Dated:



SALES ORDER

P.O. Box 1548
Gainesville, GA 30503

Customer Number: **GV7205**
Customer PO: _____
Federal Tax ID# _____
Order Date: **02/22/2021**
Sales Rep: **Dean Snyder**

DUPICATING PRODUCTS, INC., BY ACCEPTANCE OF THIS AGREEMENT, AGREES TO FURNISH TO THE CUSTOMER, SUBJECT TO TERMS AND CONDITIONS HEREIN SPECIFIED, EQUIPMENT AND ACCESSORIES LISTED BELOW.

CUSTOMER INFORMATION BILL TO:		CUSTOMER INFORMATION SHIP TO (if different):	
CITY OF HOLLY SPRINGS PO BOX 990 HOLLY SPRINGS, GA 30142		CITY OF HOLLY SPRINGS 3235 HOLLY SPRINGS PKWY HOLLY SPRINGS, GA 30115	
BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE
rcarter@hollyspringsga.us	(770) 345-5536	Ron Carter	(770) 345-5536
EMAIL			
rcarter@hollyspringsga.us			

QTY	MODEL / DESCRIPTION	SERIAL NO.	SERIAL NO.	TOTAL
2	Savin IMC3000-SS-Color Laser Multifunction Printer Up To 30 PPM			
2	Savin Punch Unit PU3070 NA			
2	Savin One Bin Tray BN3130			
2	Savin Caster Table Type M3			
2	Savin Internal Finisher SR3250 (500			
2	Savin Paper Feed Unit PB3270 (550 x			
2	Savin Fax Option Type M37			

Leasing Company	Lease Type	Lease Term	Lease Payment
Great America	FMV 0 dn	48	\$281.38

NOTE: DELIVERY INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE AT NO CHARGE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.

WARRANTY
N/A

AUTOMATED METER COLLECTION: ____ Yes (initial)
if no, Email Address: _____

MAINTENANCE PLAN:

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	0.0067	0	Monthly	Usage Only		
COLOR	0.05	0	Monthly	Usage Only		

INCLUDES: ALL SERVICE AND SUPPLIES

EXCLUDES: PAPER & STAPLES

TRADE IN: SAVIN MPC2504ex SN: C777R710730 & SAVIN MPC3004ex SN: C717M811131 DPI to terminate existing lease number 013-1289675-000 and remove equipment as trade. Remaining Print Usage Charges of \$1,022.31 not included in the payoff amount and would be payable by the City of Holly Springs for Print Usage. City of Holly Springs would need to pay \$1,022.31 Directly to Great America to satisfy this part of the existing agreement. Any additional usage (final usage) not billed yet by Great America would also be paid by the City of Holly Springs since last usage was billed.

THIS IS A BINDING ORDER, not subject to cancellation. No modifications or additions thereto shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Duplicating Products Inc., warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and material for the period specified above under ordinary use and conditions. Duplicating Products, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, fires, embargoes, war, or other outbreaks of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Duplicating Products, Inc. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered.

If the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon. MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis.

Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

NOTES: **Thanks for your business!**

Duplicating Products, Inc.

X
Authorized Signature
DEAN SNYDER SAE 22 FEBRUARY 2021
Print Name and Title Date

X
Authorized Signature
Print Name and Title Date

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: Holly Springs, City of

ADDRESS: PO BOX 990, HOLLY SPRINGS, GA 30142

VENDOR (Vendor is not Lessor's agent nor is Vendor authorized to waive or alter any term or condition of this Agreement)

Duplicating Products Inc.

Gainesville

GA

EQUIPMENT AND PAYMENT TERMS

QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO.

1 Savin IMC3000 Finisher, PFU, Punch, Fax

1 Savin IMC3000 Finisher, PFU, Punch, Fax

EQUIPMENT LOCATION:

☐ SEE SCHEDULE

SECURITY DEPOSIT:

TERM IN MONTHS: 48

MONTHLY PAYMENT AMOUNT: \$281.38 (PLUS TAX)

PURCHASE OPTION:

☒ FAIR MARKET VALUE

☐ 10% OF EQUIPMENT COST

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us, GreatAmerica Leasing Corporation, to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT. EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN LESSOR FUNDS VENDOR FOR THE EQUIPMENT.

LESSOR: GREATAMERICA FINANCIAL SERVICES CORPORATION

CUSTOMER: HOLLY SPRINGS, CITY OF

SIGNATURE:

DATE:

SIGNATURE: X

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

State and Local Government Addendum (Georgia)

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("Obligee") and Holly Springs, City of ("Obligor"), which agreement is identified in Obligee's records as agreement number 1645845 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

Obligor hereby represents and warrants to Obligee that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the Agreement; and that all required procedures necessary to make the Agreement a legal and binding obligation of the Obligor have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term only by Obligor and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

The parties agree that this Agreement shall terminate absolutely without further obligation on the part of Obligor at the close of the calendar or fiscal year, as applicable under state law, in which it was executed and at the close of each succeeding calendar or fiscal year, as applicable, thereafter if renewed. Notwithstanding the foregoing, the parties agree that the Agreement shall automatically renew for an additional twelve-month term, and for successive twelve-month terms thereafter, unless Obligor notifies Obligee of its desire to terminate the Agreement in writing at least thirty (30) days prior to the end of the then-current calendar or fiscal year, as applicable.

GreatAmerica Financial Services Corporation

Obligee

By:

Obligee Signature

Print Name & Title

Date Accepted:

Holly Springs, City of

Obligor

By: X

Obligor Signature

Print Name & Title

Date

RENEWAL PROPOSAL FOR: The City Of Holly Springs



Prepared by DEAN SNYDER

(770)-532-9932 / (770) 654-1083

DSnyder@DuplicatingProducts.com

Draft Proposal Submitted 17 February 2021



**Duplicating
Products**
S I N C E 1 9 7 4

17 February 2021

Ron Carter
City of Holly Springs
3235 Holly Springs Parkway
Holly Springs, Ga. 30142

Ron,

Thank you for the opportunity to work with the City of Holly Springs over the years as a copier vendor and service provider. Since 1974, Duplicating Products has enjoyed and appreciated many mutually beneficial partnerships in Georgia. We would be extremely pleased and honored to continue our partnership with the City of Holly Springs. We have successfully worked with our clients to provide a unique blend of industry leading technology, fantastic customer service, and first-rate local support and commitment.

Please accept this letter as confirmation that we have a good understanding of the requirements stated in your request, and that not only will Duplicating Products comply with necessary requirements, but we will also be the very best partner for the City of Holly Springs.

Sincerely,

A rectangular box containing a handwritten signature in dark ink, which appears to read "Dean Snyder".

Dean Snyder
Senior Solutions Consultant
Duplicating Products, Inc.
770-532-9932



WHY DUPLICATING PRODUCTS?

- **We are big enough to meet your needs and exceed your expectations, but small enough to truly care about your organization.**
 - Largest independent Canon + Savin/Ricoh dealer in Northeast Georgia
- **Unparalleled Service Team**
 - 30 local technicians with over 400 years of experience
 - Fastest response time in Northeast Georgia and Metro Atlanta with an average of 2.75 hours in 2019
- **Transparent Pricing and Support**
 - Free & Fast shipping of toner
 - No automated messages when you call our office – Speak to a human every time



Duplicating Products was the only dealer in the state of Georgia to be given this service award!!

savin
RFG Circle of Excellence
Certified Dealership
2021

Canon



savin

Current Lease and Maintenance Plan

HOLLY SPRINGS
GEORGIA

Group Lease Plan Includes 2 SAVIN Copiers:

1 – SAVIN MPC2504ex PD Squad Room

1 – SAVIN MPC3004ex PD Court

Financials

- 39 Month GA Lease @ \$288.00 monthly
- Usage Only Maintenance Plan
 - Black Prints Billed @ \$0.007
 - Color Prints Billed @ \$0.0528

3 Month Average Volumes:

- SAVIN MPC3004ex ID 21998 PD Court
 - BW Volume of 2,300 billed @ \$.007
 - Color Volume of 1,750 billed @ \$.0528
- SAVIN MPC2504ex ID 21999 PD Squad Room
 - BW Volume of 2,800 billed @ \$.007
 - Color Volume of 2,400 billed @ \$.0528

Total Average Maintenance Spend: \$254.82





Option 1 – Replace both with Equal SAVIN IMC3000's with



NEW SAVIN IMC3000

Specifications:

- 30 ppm full color print, copy, fax & scan
- 1200 dpi resolution
- 2 Standard Paper Trays + Bypass (1200 Sheets)
- Maximum Paper Size 12 x 18
- RICOH Always Current Technology
- Standard PCL & Postscript Print Language
- Scan to Email & Scan to Folder Capabilities
- Hard Drive Overwrite Feature Insures your Data is ALWAYS Secure
- Standard SSL Email Security
- Mobile Printing Standard (Airprint, NFC, QR, RICOH APP)

Options Added on all machines:

- Internal Finisher Stapler
- 2/3 Hole Punch
- 1 Bin Separator Tray
- Paper Feed Unit (1 x 550 Sheets)
- Caster Table
- Fax Controller



PHOTO's are not a representation of the actual configuration

Financial Consideration

- 39-month lease: \$319.53
- Optional 48-month lease: \$281.38

INCLUDES:

- Delivery, IT Setup and Installation
- Does Not Include Outstanding Print Usage Charges in areas from current machines. Amount Currently: \$1,022.31
- Termination of current lease and removal of existing machines. No charge lease return

Usage Only Maintenance Plan:

- B&W clicks billed at \$0.0067
- Color Clicks billed at \$0.05

INCLUDES:

- All parts and labor. (Excludes paper & staples)
 - Remote & In-Person Support
- Automated Equipment Monitoring for Meter Readings & Service Error Reporting
- Preventative Maintenance at recommended Intervals
 - Free shipping of toner
- Unlimited DPI Help Desk Support for Connectivity Related Issues



Option 1 – Replace with New Models IMC3000 & IMC2500



NEW SAVIN IMC3000 & IMC2500

Specifications:

- 30 & 25 ppm full color print, copy, fax & scan
- IMC3000 has 220 sheet single pass scanner
- IMC2500 has 100 sheet auto reversing scanner
- 1200 dpi resolution
- 2 Standard Paper Trays + Bypass (1200 Sheets)
- Maximum Paper Size 12 x 18
- RICOH Always Current Technology
- Standard PCL & Postscript Print Language
- Scan to Email & Scan to Folder Capabilities
- Hard Drive Overwrite Feature Insures your Data is ALWAYS Secure
- Standard SSL Email Security
- Mobile Printing Standard (Airprint, NFC, QR, RICOH APP)

Options Added on all machines:

- Internal Finisher Stapler
- 2/3 Hole Punch
- 1 Bin Separator Tray
- Paper Feed Unit (1 x 550 Sheets)
- Caster Table
- Fax Controller



PHOTO's are not a representation of the actual configuration

Financial Consideration

- 39-month lease: \$310.27
- Optional 48-month lease: \$273.23

INCLUDES:

- Delivery, IT Setup and Installation
- Does Not Include Outstanding Print Usage Charges in areas from current machines. Amount Currently: \$1,022.31
- Termination of current lease and removal of existing machines. No charge lease return

Usage Only Maintenance Plan:

- IMC3000 B&W clicks billed at \$0.0067
- IMC2500 B&W clicks billed at \$0.007
- IMC3000Color Clicks billed at \$0.05
- IMC2500 Color Clicks billed @ \$0.056

INCLUDES:

- All parts and labor. (Excludes paper & staples)
 - Remote & In-Person Support
- Automated Equipment Monitoring for Meter Readings & Service Error Reporting
- Preventative Maintenance at recommended Intervals
 - Free shipping of toner
- Unlimited DPI Help Desk Support for Connectivity Related Issues

Plan Comparison

	Current Situation	Proposed Upgrade 2 - IMC3000's	Proposed Upgrade 1 - IMC2500 & 1 - IMC3000
LEASE PAYMENT	\$ 288.00	\$ 319.53	\$ 310.27
Average Black Volume PD Court	2,300	2,300	2,300
Black & White Cost Per Page	\$ 0.007	\$ 0.007	\$ 0.007
AVG B&W Spend PD Court	\$ 16.10	\$ 16.10	\$ 16.10
Average Color Volume PD Court	1,750	1,750	1,750
Color Cost Per Page	\$ 0.0528	\$ 0.0528	\$ 0.0528
AVG Color Spend PD Court	\$ 92.40	\$ 92.40	\$ 92.40
Average Black Volume PD Squad Room	2,800	2,800	2,800
Black & White Cost Per Page	\$ 0.007	\$ 0.007	\$ 0.007
AVG B&W Spend PD Squad Room	\$ 19.60	\$ 19.60	\$ 19.60
Average Color Volume PD Squad Room	2,400	2,400	2,400
Color Cost Per Page	\$ 0.0528	\$ 0.0528	\$ 0.0528
AVG Color Spend PD Squad Room	\$ 126.72	\$ 126.72	\$ 126.72
TOTAL MONTHLY COST	\$ 542.82	\$ 574.35	\$ 565.09

HOLLY SPRINGS
GEORGIA



QUESTIONS?

HOLLY SPRINGS
GEORGIA



**Duplicating
Products**
SINCE 1974

PROPOSED IMPLEMENTATION SCHEDULE

CONTRACT SIGNATURE	23 February 2021
GATHERING OF NECESSARY PRE- INSTALLATION INFORMATION	Already Complete
INSTALL DAY & TRAINING	9 March 2021
ACCOUNT REVIEW	Semi Annually

HOLLY SPRINGS
GEORGIA

By the way... We Offer Interactive Flat Panel Displays

Click Below for a Quick Overview:

- <https://youtu.be/0cJGRA6f3r0>
- <https://youtu.be/zKqQydeuvB4>





By the way.... We also offer Managed HP Printers

HP E45028dn – Managed Color Laser Printer

Specifications:

- 28 ppm full color print
- 300 Sheets of standard Paper Supply (1 tray @ 250 + 50 Sheet Bypass Tray)
- Standard 2 Sided Printing

DPI Managed Print Plan: \$43.00 per month

Plan Includes the Printer & your first 650 Black & 150 Color Prints per month. All inclusive plan includes all parts, labor and supplies. The only thing the plan doesn't include is paper. Excess black billed @ .01785 & color billed @ .0893

INCLUDES:

- All parts and labor. (Excludes paper & staples)
- Help Desk Remote & In-Person Support
- Automated Equipment Monitoring for Meter Readings & Service Error Reporting
- Preventative Maintenance at recommended Intervals
- Free shipping of toner
- Existing SAVIN's Maintenance to remain on current plans



PHOTO's are not a representation of the actual configuration



**Duplicating
Products**
SINCE 1974



By the way.... We also offer Managed HP Printers

HP MFP E47528f – Managed Color Multifunctional System

Specifications:

- 28 ppm full color print/scan/copy/fax
- 300 Sheets of standard Paper Supply (1 tray @ 250 + 50 Sheet Bypass Tray)
- Standard 2 Sided Printing
- Touch Screen Control Panel 4.3 Inch Full Color Display
- 50 Sheet Automatic Document Feeder

DPI Managed Print Plan: \$51.00 per month

Plan Includes the Printer & your first 650 Black & 150 Color Prints per month. All inclusive plan includes all parts, labor and supplies. The only thing the plan doesn't include is paper. Excess black billed @ .01785 & color billed @ .0893

INCLUDES:

- All parts and labor. (Excludes paper & staples)
- Help Desk Remote & In-Person Support
- Automated Equipment Monitoring for Meter Readings & Service Error Reporting
- Preventative Maintenance at recommended Intervals
- Free shipping of toner
- Existing SAVIN's Maintenance to remain on current plans



PHOTO's are not a representation of the actual configuration



FORMAX FD 6210

Specifications:

- Fully Automatic Office Inserter with User-Friendly Features
- The 6210 Series Inserters combine advanced folding & inserting technology with user-friendly features and flexibility. Five models are available with a variety of input configurations to meet the needs of any size office or small mailroom.
- Standard features include a 7" full-color touchscreen control panel with graphical interface, high-capacity vertical stacker which holds up to 500 finished envelopes, automatic paper and envelope presence sensors with indicators on the control panel, and a top-loading envelope hopper. The 6210 Series also includes an eco-friendly sleep mode which saves energy by automatically putting the inserter into standby mode after 1 hour of being idle.
- AutoSetTM allows for one-touch setup of new jobs by automatically measuring paper lengths, envelope sizes and fold lengths. Recurring and frequent jobs run in AutoSetTM can also be stored as one of 50 programmable jobs. The powerful folding system enables the 6210 Series to accurately fold up to five sheets at once. Optional CIS scanning technology covers the full width of the document feeders and accurately reads OMR, 1D and 2D barcodes printed in any location on a document.
- The 6210 Series is available in five configurations to meet your processing needs: FD 6210-Basic 1 with one automatic sheet feeder, FD 6210-Basic 2 model with two automatic sheet feeders, FD 6210-Advanced 1 with one sheet feeder and one insert/BRE feeder, FD 6210-Advanced 2 with two sheet feeders and one insert/BRE feeder and FD 6210-Special 2 with two sheets feeders and a special insert/BRE feeder.



Created By: Dean Snyder for the City of Holly Springs | Phone: 770-532-9932 | Email: dsnyder@duplicatingproducts.com

Your Configured Savin IM C3000



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	27.00in	42.60in
(587mm)	(686mm)	(1,082mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C3000
- Paper Feed Unit PB3270
- Caster Table Type M3
- One-Bin Tray BN3130
- Internal Finisher SR3250
- Punch Unit PU3070 NA
- Fax Option Type M37

Main Unit		
Main Unit		
Item/Description	Item #	Power Requirements
IM C3000	418292	120V-127V, 60Hz

Paper Tray & Optional Accessories		
Item/Description	Item #	Power Requirements
Paper Feed Unit PB3270	418355	N/A
Caster Table Type M3	416737	N/A

Output & Finishing Options		
Internal		
Item/Description	Item #	Power Requirements
One-Bin Tray BN3130	418376	N/A
Internal Finisher SR3250	418378	N/A
Hole Punching		
Item/Description	Item #	Power Requirements
Punch Unit PU3070 NA	418327	N/A

Fax Options		
Item/Description	Item #	Power Requirements
Fax Option Type M37	418600	N/A

Main Unit

Main Unit

Item/Description	Item #	Thumbnail
IM C3000 - Output Speed (Letter): 30-ppm - Average Monthly Volume: 5,000 impressions/month - Maximum Monthly Volume: 20,000 impressions/month - Power Requirements: 120V-127V, 60Hz - Weight: 219.1 lbs. (99.4 kg) - W x D x H (inches): 23.1 x 27 x 37.9 - W x D x H (mm): 586.74 x 685.8 x 962.66 Note: The DOSS does not overwrite the HDD for the Color Controller E-25C.	418292	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Paper Feed Unit PB3270 Recommended paper feed unit for environments that prefer their system at the lowest height possible, making it easier for all users to access the device (Section 508). Provides an additional 550 sheets. Paper sizes up to 12" x 18". Paper weights up to 80 lb. Bond/166 lb. Index (300g/m²). Weight: 24 lbs. (13 kg) W x D x H (inches): 23.1 x 27 x 4.7 W x D x H (mm): 586.74 x 685.8 x 119.38 Note: - By choosing this option, Caster Table Type M3 will be added to your configuration. - Paper Feed Unit PB3270 cannot be installed with Paper Feed Unit PB3280, Paper Feed LCIT PB3290, LCIT RT3040, Cabinet Type F, Finisher SR3260, Booklet Finisher SR3270 or any related options.	418355	

Caster Table Type M3 The caster table must be added to the configuration when the Paper Feed Unit PB3270 is selected. It provides a platform with wheels to easily move the device. Note: 1. By choosing this option, Paper Feed Unit PB3270 will be added to your configuration. 2. Caster Table Type M3 cannot be installed with Paper Feed Unit PB3280, Paper Feed LCIT PB3290, LCIT RT3040, Cabinet Type F, Finisher SR3260, Booklet Finisher SR3270 or any related options.	416737	
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Output & Finishing Options

Internal

Item/Description	Item #	Thumbnail
One-Bin Tray BN3130 Provides an additional output tray above the standard Internal Tray, optional Bridge Unit, optional Internal Shift Tray, optional Internal Finisher or optional Internal Multi-Fold Unit. Holds 125 sheets. Allows user to separate print and fax output from copy. Supports paper sizes up to 12.6" x 17.7". Weight: 3.1 lbs. (1.4 kg) W x D x H (inches): 17.5 x 17.7 x 5.9 W x D x H (mm): 444.5 x 449.58 x 149.86	418376	
Internal Finisher SR3250 500-sheet Internal Finisher provides multi-position stapling and optional hole punching. Recommended for offices with limited floor space. Supports paper sizes up to 12" x 18". Weight: 28.2 lbs. (12.8 kg) W x D x H (inches): 21.5 x 20.6 x 6.7 W x D x H (mm): 546.1 x 523.24 x 170.18 Note: Internal Finisher SR3250 cannot be installed with Internal Shift Tray SH3080, Internal Multi-Fold Unit FD3010, Finisher SR3260, Booklet Finisher SR3270 or any related options.	418378	

Hole Punching

Item/Description	Item #	Thumbnail
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Punch Unit PU3070 NA Optional hole punching for Internal Finisher SR3250. Supports paper sizes up to 11" x 17". Note: 1. Internal Finisher SR3250 must be selected to add this option. 2. Punch Unit PU3070 NA cannot be installed with the Internal Shift Tray SH3080, Finisher SR3260 or Booklet Finisher SR3270.	418327	
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Fax Options		
Item/Description	Item #	Thumbnail
Fax Option Type M37 Installation required to enable fax services: 33.6 kbps, approximately 2 second transmission speed, standard JBIG, and standard 320 Pages Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email & Paperless Fax function.	418600	

Savin is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of Multifunction products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Visit [savin.com](https://www.savin.com) for more information.

We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit [savin.com/solutions/](https://www.savin.com/solutions/)

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COUNCIL AGENDA REPORT

FROM: Robert H. Logan *RHL*

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: City of Holly Springs Gateway Monument Sign

DATE: February 23, 2021

RECOMMENDATION: To approve a contract with Cowan Signs, Inc. to construct a City of Holly Springs Gateway Monument Sign at the intersection of Holly Springs Parkway and East Cherokee Drive.

REPORT-IN-BRIEF: Property consisting of 2.16 acres (15N16-116) owned by the City of Holly Springs at the intersection of Holly Springs Parkway and East Cherokee Drive was set aside for the construction of a southern City of Holly Springs Gateway Monument Sign after the completion of the construction of the intersection improvements by Cherokee County. The City has requested proposals from sign companies to construct the monument sign utilizing the same architecture as the monument sign that was constructed several years ago on Holly Springs Parkway near Walmart.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: The five-year capital improvement plan (CIP) of the City of Holly Springs has an allocation of funds for park areas/landscaping from Special Purpose Local Option Sales Tax (SPLOST). The City intends to fund the construction of the gateway monument sign from the SPLOST V Fund.

Cherokee County Geocortex Viewer

Search...

Sign in

Tools

Maps & Data

Measurement & Analysis

3rd Party Real Estate Data



Tool Labels



Feedback

Help



Print



Export



Parcel Report



Share



Floodplain Map



Extract Layers

Maps & Reports

Extract and Do...

All Available Layers

Filter Layers...

Filter

☐ Ortho Tile Index☒ Parcels☐ Zoning☐ Future Development☒ Elections☒ Flood☒ Utilities☒ Natural Features☒ Storm Water☒ Transportation☒ Fire Department Data☒ Hydrology☒ Contours☒ Aerial Imagery☒ 2019 Aerial Photography☐ 2018 Aerial Photography

TIN: 15N16 116

PIN: 15-0739-0008

Current Owner: THE CITY
OF HOLLY SPRINGS

Lot Number: -

Assessor: 2 16

[View Additional Details](#)[Run a Report](#)[Add to Results](#)

World St...

WKID: 4326 Lat/Long ▲

Lat: 34.13234° N

Lon: 84.49047° W

0 100 200ft



Layers

Cowan Signs, Inc.

770 Dobbs Road
Woodstock, GA 30188
770-926-0755
FAX # 678-445-0203

Invoice

Date	Invoice #
2/10/2021	17492

Bill To
City of Holly Springs Attn: Ron Carter 3237 Holly Springs Parkway Holly Springs, GA 30115

P.O. No.	Terms	Project
	50 % Dep./Bal. Du...	

Quantity	Description	Rate	Amount
1	For: Monument Sign for Holly Springs Single-Sided Monument Sign Wall with planter including: - original design/art time for conceptual drawings and revisions - specific font letter style requested by City of Holly Springs - column caps and center section architectural trim detail - cast aluminum plaque (46.5" diameter painted with specific city colors) for "City of Holly Springs", one set of cast aluminum 8" letters (painted gloss black) "Welcome To" - 15.18" cast aluminum letters "Holly Springs" (painted gloss black) -special order of font per City of Holly Springs Patterns for plaque and all letters, and labor for on-site Installation 50% Deposit / Balance Due Upon Completion CHECK PRICING Accepted by _____, Date _____ NOTE: Pricing is valid for 30 days. Exemption	13,482.00 5,822.00 1,105.00 0.00	13,482.00 5,822.00 1,105.00 0.00
Thank you for your business.		Total	\$20,409.00
		Payments/Credits	\$0.00
		Balance Due	\$20,409.00

Signal Signs of Ga. Inc.
 440 Six Flags Pkwy
 Mableton, GA, 30126- USA
 Phone: (770)-941-9900 Fax: (770)-941-2307
 www.signal-signs.com
 sales@signal-signs.com



ESTIMATE Submitted To:

CITYOFH001
 Ron Carter
 City of Holly Springs
 3237 Holly Springs Pkwy
 Holly Springs, GA 30142- USA

Phone: (770) 345-5536 Ext.
 Fax:
 Email: rcarter@hollyspringsga.us

Job Name and Location

City of Holly Springs
 Monument Sign
 3237 Holly Springs Pkwy
 Holly Springs, GA 30142- USA

Estimate No	Estimate Date	Ship Via	Ship Date	Due Date	Payment Terms	Contact	Page
015609	1/28/2021				Due on Receipt	Eddi	Page 1 of 3

Quantity	Description	Unit Price	Extended Price
1	MONUMENT: One (1) 102" high by 176" wide masonry brick wall with two (2) 36" masonry brick columns, and 48" high by 248" wide masonry brick base. - Center section for signage to have a stucco finish. - Masonry brick and mortar to be selected from samples provided by Signal Signs. Quote is based on a standard (common stocked) brick. Specialty brick are not included. - Column caps (2) to be produced from foam material with a hard coat finish. - Foundation for monument to be poured commercial grade concrete. Soil excavated from foundation is to remain on site. - Drawing to be submitted for review and approval prior to production of signage. - See "Terms & Conditions" regarding foundations for freestanding type signs. Expense for adverse soil conditions are not included. Guard rail is to be removed and re-installed by the City of Holly Springs to allow for easy access for equipment and workers.	\$22,111.20	\$22,111.20
1	Monument Signage: Produce one (1) set of 9" / 17" high individual dimensional letters with one (1) 47" City seal. Copy to read: "WELCOME" (9" Metal Letters) "THE CITY OF HOLLY SPRINGS GEORGIA" (47" City Seal) "HS 1906" "Serviens Excellentia Prosperitate" "HOLLY SPRINGS"	\$2,916.58	\$2,916.58
1	Monument Signage Installation: Install a set of 9" / 17" high individual dimensional letters with one (1) 47" City seal to a masonry monument wall.	\$1,160.00	\$1,160.00
1	Monument Engineer Review: Amount includes a stamped set of drawings by a State of Georgia Engineer.	\$500.00	\$500.00
1	Sign Permit Acquisition	\$250.00	\$250.00
1	Sign Permit (invoiced at cost)	\$0.00	\$0.00

For: City of Holly Springs
 Signature _____
 Date: _____

Taxable:	\$0.00
NonTaxable:	\$26,937.78
SalesTax:	\$0.00
Freight:	\$0.00
Misc:	\$0.00
Total:	\$26,937.78

Thank You

Estimate No	Estimate Date	Ship Via	Ship Date	Due Date	Payment Terms	Contact	Page
015609	1/28/2021				Due on Receipt	Eddi	Page 2 of 3

Terms And Conditions Of Sale

1. Sale of products/services. Except to the extent otherwise agreed upon in writing, the terms and conditions set forth herein shall govern the sale and delivery of the products and services (the "products") described in any sales order, quote, or purchase order (each, an "order") by Signal Signs Of Georgia, Inc. ("seller") to the customer named in such order ("customer").
 - a) All dealings between the parties shall be in writing and no order shall be binding on seller until approved or confirmed in writing by seller. No term shall be binding on seller unless expressly incorporated in an order which is approved and accepted by seller in accordance with the terms hereof.
 - b) Acceptance of any order by seller is expressly limited to the terms and conditions contained herein, and any additional or different terms or conditions contained in customer's offer or response hereto shall be deemed rejected by seller without need of further notice of rejection and shall be of no effect nor in any circumstances binding upon seller.
 - c) Customer acknowledges that seller's acceptance of any order is dependent on seller's prior approval of customer's credit, and receipt of any deposit as set forth in the order. Customer agrees that seller may demand assurances of customer's ability to pay by requesting such trade or banking references or such other information as deemed adequate by seller.
 - d) Customer is responsible for any errors/defects in any drawings, blue prints, data, parts and materials furnished to seller, and seller has no duty to independently verify it.
 - e) Any modification of the order by customer after seller's acceptance shall be subject to seller's written approval; if such approval is given, seller shall have the right to extend the delivery time period as reasonably needed to complete customer's change order.
2. Force majeure. In no event shall seller be liable for any delays or failure to perform hereunder, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from any circumstances beyond its reasonable control, including, without limitation, the following: any act of nature/God or the public enemy, accident, explosion, fire, earthquake, drought, perils of the sea, the elements, casualty, strike, lock-outs, labor trouble, riot, sabotage, embargo, war (whether or not declared and wheresoever situate), governmental actions, governmental license or seizure.
3. Limited Warranty.
 - a) Subject to the limitations below, seller warrants, to customer only, that the products sold hereunder will meet or exceed the applicable specifications to which customer and seller may agree in writing, for a period of twelve (12) months from the date of delivery, unless a longer warranty period is otherwise agreed to in writing. any parts supplied by a third party which have been incorporated in the products shall carry such warranties as the respective supplying third party offers therefore and to the extent such warranties are assignable by seller to customer.
 - b) Disclaimer. the warranty provided above is exclusive and in lieu of all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, whether arising by law, custom, conduct, usage or trade, and the rights and remedies provided herein are exclusive and in lieu of all other rights and remedies. In no event shall seller be liable for special, indirect, incidental or consequential damages, nor shall any warranty be construed as a condition.
 - c) All claims under this warranty must be made in writing immediately after the alleged defect is discovered or should have been discovered upon reasonable inspection but, in no event, later than the expiration of the warranty period. Failure to inform seller of the defects within the time limits specified above, shall be deemed an irrevocable acceptance of the products and a waiver of any claim that the products are incorrect or defective in any respect. All claims are subject to seller's reasonable inspection of the products and reasonable determination and verification of such claim. Seller's sole obligation with respect to valid claims shall be to repair or replace the nonconforming products with conforming products, or to cancel the order and return to customer the purchase price paid for the nonconforming products, at seller's election.
4. Payment. Unless otherwise expressly stipulated by the seller in writing, payment shall be made in full in cash or by wire transfer of immediately available U.S. funds without any setoff or retention on the day of completion of the installation. Any payment by customer made after the due date shall accrue interest until paid in full at one and one-half percent (1.5%) per month, or, if less, the highest rate allowed by applicable law.
5. Default. customer shall be in default (hereinafter "default") under this agreement if customer: (a) fails to make payment hereunder to seller when due; or (b) breaches any other term, provision or condition contained in this agreement; or (c) is declared to be in default under any other agreement between customer and seller. Upon the occurrence of a default, seller may elect to exercise any one or more of the following options:
 - a) Seller may terminate this agreement and retain any deposit paid hereunder; and
 - b) Seller may exercise all other rights hereunder and may seek all other remedies available to it in law or in equity.
 - c) Customer agrees that, in the event any legal action should be deemed necessary by seller to recover any sums due hereunder, there shall be added to the sums due from customer to seller the costs of collection, including reasonable attorney's fees.
6. Security agreement. As security for the full and prompt payment of all amounts now or hereafter owing by customer to seller, customer grants to seller a present and continuing first priority, purchase money security interest in all products purchased by customer from seller. customer irrevocably authorizes, names, appoints and directs seller as its true and lawful attorney-in-fact to sign, execute and file any and all ucc financing statements, continuation statements and any other documentation as seller deems to be reasonably necessary to effect, protect and continue seller's security interest in the products.
7. Arbitration. any controversy or claim arising out of or relating to this agreement, or the breach hereof, shall be submitted to and be finally resolved by arbitration, to be conducted by the American arbitration association ("AAA"), with such arbitration to be held in Atlanta, Georgia in accordance with the AAA's commercial arbitration rules then in effect. each party hereby irrevocably agrees that service of process, summons, notices, as other communications related to the arbitration procedures shall be deemed served and accepted by the other party ten (10) working days after having been mailed by first class registered mail, return receipt requested, postage prepaid, to the other party, or if actually received by the other party. The arbitration shall be conducted by one arbitrator, as selected by the AAA. Any award or decision rendered in such arbitration shall be final and binding on both parties, and judgment may be entered thereon in any court of competent jurisdiction if necessary. the foregoing notwithstanding, any party may seek injunctive relief against the other party at any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this agreement or the breach thereof.
8. Miscellaneous.
 - a) Except as otherwise expressly provided in a written document signed by seller and customer, this agreement and any attachments and exhibits thereto constitute the entire agreement between seller and customer with respect to the subject matter herein contained and supersede all prior agreements and communications between seller and purchaser, whether oral or written.
 - b) No modification, limitation, waiver or discharge of this agreement or of any of its terms or conditions shall bind seller unless in writing and signed by a duly authorized employee of seller. The failure of seller to insist, in one or more instances, on performance by customer in strict compliance with the terms and conditions hereof shall not be deemed a waiver or relinquishment of any right granted hereunder with respect to any succeeding breach of the same or other provision hereof.
 - c) All notices required hereunder shall be in writing and sent by first class mail or by telefax or written confirmation to such addresses as stated on the order.
 - d) This agreement shall be governed by, and construed, interpreted and enforced under the laws of the state of Georgia without giving effect to its

Estimate No	Estimate Date	Ship Via	Ship Date	Due Date	Payment Terms	Contact	Page
015609	1/28/2021				Due on Receipt	Eddi	Page 3 of 3

conflict of laws principles.

e) In case any terms or conditions contained herein should be or become unenforceable under applicable law, the remaining terms, stipulations and conditions herein shall not be affected thereby.

f) Customer shall provide all necessary electrical wiring, outlets, and connections to the sign(s) from the building meter or fuse panel.

g) Customer agrees to pay for any additional installation cost incurred by seller due to adverse soil conditions, rock, utility lines, pipes, etc. or other unforeseen foundation conditions.

h) Seller warrants the sign(s) (excluding lamps and accessories as to which seller makes no warranty, but which may be covered by manufacturer warranty) against defects in materials or workmanship for one year from date of shipment of installation, if installation is effected by Seller. After ninety days, labor will be charged to change defective lamps, ballast, neon, transformers, etc. Whenever there is a circumstance on which a claim might be based, Seller shall not be liable for any damages or loss other than the replacement of such defective work or material. There are not warranties which extend beyond the description of the face hereof and as contained herein.

i) Title to all materials and property covered by this contract shall remain the Sellers and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by purchaser including but not limited to, payment of any amounts due and payable, Seller may at once and without notice or process of law, without liability, take possession of and remove as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this contract without liability to purchaser whatsoever. This right shall be in addition to any and all rights of the seller to collect any and all monies owed to it by purchaser.

j) All terms and conditions of this contract shall be binding upon any project, assigns or other legal representatives of the respective parties but no assignment shall be made by the Customer without the consent in writing of the company unless full payment of the total consideration had been made.

k) Customer shall secure all necessary permits from the building owner, and/or others whose permission is required for the installation of the sign and said shall be liable for any obstruction of delivery due to delay in obtaining such permission and if purchaser executes this contract of sales without ever obtain permission from party or parties necessary for the installation of said sign, then he purchases same and is bound to the terms and conditions of this contract as though he had obtained said permission and he agrees to relieve the seller from any liability for its within 10 days of delivery to erect or install said sign.

Customer Signature: _____ Date: _____

Account Manager: _____ Date: _____



www.bmandk.com

February 12, 2021

City of Holly Springs
Attn: Rob Logan
3234 Holly Springs Parkway
P. O. Box 990
Holly Springs, GA 30142

RE: Holly Springs Parkway- Phase 2
City of Holly Springs
Cherokee County

Dear Mr. Logan::

This is to advise that we can provide the following appraisal services as outlined below:

Parcel	Type Report	Appraisal Fee	Comments
8	388 C	\$1500	Rock wall to be spotted; do not know if will be disturbed
9	388 C	\$1500	Signs, lights and water vault to be worked around
11	388 C	\$1500	Vacant Tract-May be donation Will not appraise unless requested
12	388 C	\$1500	
12	CTC Subdiv Entranceway	\$4,000	
12	Sign Appraisal	\$500	Hi- Caliber Sign
13	388 C	\$1500	Landscaping appears to be in existing RW
13	Sign Appraisal	\$500	On-Premise sign
14	388 N	\$4,700	Commercial relocation ; Sign in existing R/W; fire pit in existing R/W Pay contributory value for fire place display (Appraiser to provide cost to tear down building on remainder)
14	TF Report	\$4,000	Will include Moving Estimate for contents on remainder

P.O. Box 878, Braselton, GA 30517
phone: 706.824.0514 • fax: 706.824.0519



www.bmandk.com

18	388 N	\$3,500	Residential Relocation /Consider impacts to remainder tract; additional demo easement to be added to plans
18	CTC for demo Cost to remove garage & other bldg. on remainder	\$3,000	Garage and out buildings are being spotted
20	388 C	\$1500	
21	388 C	\$1500	Vacant Tract
		\$30,700	

Appraisal Review Fees: 388 C- \$1,000 Parcel
388 N- \$1,500 Parcel 18
\$2,000 Parcel 14

We will negotiate Parcels 1, 2, 3, 4, 5, 6, 10, 15, 16, 17, 19 and 22 from the Cost Estimate. Jacob Hughes will coordinate with the developer on Parcels 7 and 11. We will not order an appraisal on Parcel 11 unless it is donated and requested by the owner.

Upon your approval we will begin the appraisal process. Please notify us once you have approved.

If you have questions regarding this issue please contact me or Mickie McJunkin at 404-291-9577.

Sincerely,

Donald B. Clerici, P. E.
BM&K Construction and Engineering

From: [Rob Logan](#)
To: [Karen Norred](#)
Cc: [Rob Logan](#)
Subject: FW: Comcast Franchise Agreement
Date: Monday, February 1, 2021 10:06:57 AM

See below.

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
rlogan@hollyspringsga.us
(Office) 770-721-7503
(Fax) 678-880-9500

From: Rob Logan <rlogan@hollyspringsga.us>
Sent: Wednesday, July 29, 2020 10:23 AM
To: Ryan Fender <ryanfender1@gmail.com>
Cc: Karen Norred <knorred@hollyspringsga.us>
Subject: FW: Comcast Franchise Agreement

Mr. Dyer made the following comments on the Comcast Franchise Agreement template:

From: Robert Dyer <rmd@dyruslaw.com>
Sent: Monday, July 27, 2020 5:02 PM
To: Rob Logan <rlogan@hollyspringsga.us>
Cc: Karen Norred <knorred@hollyspringsga.us>
Subject: RE: Comcast Franchise Agreement

Rob:

In 2017, when Canton's agreement came up for renewal, Nathan Ingram negotiated some and got Comcast to agree to the following changes:

1.2 Term of Franchise. This Franchise shall be in effect for a period of **six (6)** years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area **only to the extent reasonably necessary** to prevent contact with **or access to** the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority. **All other trimming or removal of trees and shrubbery shall be subject to approval by the City and applicable provisions of the City Code of Ordinances.**

You may not want to have to deal with this more frequently than once every ten years, but Comcast did agree to a shorter term.

The trimming of trees would be a good change I think. If I remember correctly, Canton had experienced some issues with Comcast's trimming of trees.

Robert M. (Bobby) Dyer

Dyer & Rusbridge, P.C.
291 E. Main St.
Canton, GA 30114
770-479-7418 (phone)
770-479-7750 (fax)

From: Rob Logan <rlogan@hollyspringsga.us>
Sent: Tuesday, July 21, 2020 3:19 PM
To: Robert Dyer <rmd@dyruslaw.com>
Cc: Karen Norred <knorred@hollyspringsga.us>
Subject: Comcast Franchise Agreement

Bobby,

Ryan Fender (GMA Telecommunications Division) sent me the attached draft franchise agreement between the City of Holly Springs and Comcast for our review. According to Karen's records, the last franchise agreement was executed in December 2012 with a ten (10) year term. Please review the agreement and let me know if you see anything that we need to address before taking it to the city council.

Thank you!

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
rlogan@hollyspringsga.us
(Office) 770-721-7503
(Fax) 678-880-9500

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City of Holly Springs, 3237 Holly Springs Parkway, Holly Springs, Georgia 30115, (770) 345-5536,
www.hollyspringsga.us

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

March 1, 2021

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.

