



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, MAY 06, 2019 – 7:00 PM  
CITY HALL**

**PRESENT:** Jerry D. Roseberry, Mayor; Council members: George Holt; Jim Windham; David Eady; Jeff Wearing, Sarah Davis. **Not present:** Mike Ready. **Staff members present:** City Manager Matt Pepper, City Clerk Connie Middlebrooks, Deputy City Clerk Stacey Mullen, Utilities Superintendent Jody Reid, Chief Dave Harvey, City Attorney David Strickland.

**OTHERS PRESENT:** Peggy Madden, Hoyt Oliver, Patsy Burke, Nick & Christy Schwane, Logan Schwane, Laura Gafnea and Danielle Miller from Oxford College; Nick Cole, Melissa Hage, Art & Laurie Vinson, Gwen Green, Mary Hutchinson, and Adrienne Vinson Waddey.

1. The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor
2. Invocation was delivered by Hoyt Oliver
3. Pledge of Allegiance
4. Motion to accept the Agenda for May 06, 2019 – Wearing – Second – Davis, approved unanimous 6/0.  
Attachment A
5. Consent Agenda - Approved unanimous 6/0. Attachment B
6. Mayors Report  
Mayor Roseberry announced that the Georgia Department of Transportation will be providing the city with a \$20,000 grant for the sole use of safety purposes, which will be used for the restriping of some streets within the city. The city's match is approximately \$8,000. Mayor Roseberry also recognized Logan Schwane, a student of Mainstay Academy, for his achievement as the first-place winner in the Georgia Municipal Association's Georgia Cities Week coloring contest. Logan was presented with a certificate and a Chic-fil-a gift card for his participation. Attachment C
7. Planning Commission Recommendations/Petitions  
None



**8. Citizens Concern**

Gwendolyn Green (1214 Godfrey St) expressed her concerns for a member of the community, Mary Hutchinson (1105 Hull St). Ms. Hutchinson's driveway is in grave condition, making it problematic to access her home. Mrs. Green suggested the city provide Ms. Hutchinson with some assistance by possibly adding gravel to make the driveway more manageable. Ms. Hutchinson spoke about the condition of her driveway and asked the city for assistance to repair it. Superintendent Jody Reid will inspect the location to determine whether any assistance can be given, as part of Hull St is annexed into Newton County, and may be private property.

**9. State-wide Pole Attachment Agreements**

City Manager Pepper requested approval from Council for the new Pole Attachment License Agreements for Distribution Poles with both Verizon Wireless and New Cingular Wireless, renegotiated by Electric Cities of Georgia. **Attachment D Motion by Windham-second-Wearing, approved unanimous 6/0.**

**10. Change Order for N. Emory Sewer Project**

City Manager Pepper requested approval from Council for a change order for Site Engineering to remove 119 cubic yards of rock (encountered during construction) in order to lay the line and tie-on to the Dried Indian Creek outfall. This change order includes an additional cost of \$14,220. **Attachment E Motion by Eady – second – Wearing, approved unanimous 6/0.**

**11. Emory Street Sidewalk Project.**

City Manager Pepper recommended that Council award the contract to Keck & Wood for \$41,500 to facilitate the construction administration and material testing services for the sidewalk project. As a portion of the contract, \$6,500 will be to assist with the bidding phase, and \$5,000 per month for construction administration services, then up to \$10,000 for material testing. Keck & Wood predicts the project will take 4 months to complete, with a 5<sup>th</sup> month set aside for any project closeout items. As previously discussed with Keck & Wood, City Manager Pepper recommended having Keck & Wood to participate with the bidding process at rate of \$6,500 and if bids return at a cost higher than Council agrees with, the city can forgo the remaining contract with Keck & Wood. **Attachment F**

**Motion by Davis- second- Eady, approved unanimous 6/0.**

**12. Moore Street Sidewalk Project**

City Manager Pepper covered the new plans submitted by Jordan Engineering to include installing a sidewalk along the south side of Moore Street from Longstreet Circle east to Haygood Street, and extending the existing sidewalk, located on the north side of Moore Street to Emory Street. Also, two dogwood trees will be replaced on the right-of-way near the property of Tom Johnson (303 Moore Street). **Attachment G**

**Motion by Windham- second- Holt, approved unanimous 6/0.**

**13. Resolution to Create Electric Capital Project Fund**

City Manager Pepper discussed a resolution to create the Electric Capital Project Fund, which will be used specifically to pay for projects related to the maintenance of the city's electric infrastructure. The new fund will receive an annual transfer equal to the budgeted amount of depreciation for the Electric Fund for that given fiscal year. The city will make an initial cash transfer of \$500,000 from the Georgia Fund One into the new fund. The \$500,000 represents the city's last five years of depreciation in the Electric Fund. **Attachment H**

**Motion by Wearing- second- Eady, approved unanimous 6/0.**



**14. Resolution to Create the Water & Sewer Capital Project Fund**

City Manager Pepper discussed a resolution to create the Water & Sewer Capital Project Fund, which will be used specifically to pay for projects related to the maintenance of the city's water & sewer infrastructure. The new fund will receive an annual transfer equal to the budgeted amount of depreciation for the Water & Sewer Fund for that given year. The city will make an initial cash transfer of \$1,000,000 from the Georgia Fund One into the new fund. The \$1,000,000 represents the city's last five years of depreciation in the Water & Sewer Fund. **Attachment I Motion by Eady- second- Wearing, approved unanimous 6/0.**

**15. Electric System Improvements**

City Manager Pepper recommended that Council award the contract for the completion of this fiscal year's electric systems improvement project to Over & Under Contractors, Inc in the amount of \$91,601.40, with the cost for materials in the amount of \$32,322.15 awarded to Gresco. This project is budgeted in the FY2019 Capital Budget Fund for \$160,000, and includes the replacement of equipment, wires, switches and poles along Williams Street, Oxford North Road, West Clark Street and a section of Longstreet Circle. **Attachment J Motion by Holt- second- Eady, approved unanimous 6/0.**

**16. Bureau Veritas February 2019 Invoice**

City Manager Pepper discussed the contract with Bureau Veritas to provide building inspection services, which last year, the city agreed to a 75% and 25% split of the fees as payment for the service. The city collects the fees and remits the 75% payment to Bureau Veritas. The invoice for the month of February reflects a remittance fee of \$24,026.25 for building inspection services, largely driven by Oxford College of Emory University for the development of its Student Center. **Attachment K Invoice was made to council's attention due to the amount. No approval necessary, as approval was made at time of contract acceptance.**

**17. Invoice Approval**

**Motion by Holt -second- Eady to accept invoices, approved unanimous 6/0.**

**Motion to go into an Executive Session at 7:36 pm – Windham – Second – Wearing, approved unanimous 6/0.**

City Attorney Strickland updated Council regarding the East Clark Street Property.

Council discussed the Planning Commission member policies as it relates to attendance and propriety.

Council discussed a member vacancy on the Downtown Development Authority (DDA) with a recommendation to appoint Art Vinson as a replacement for Loren Roberts.

There being no further business:

**Motion to adjourn the Execution Session at 7:45 pm – Windham – second – Wearing, approved unanimous 6/0.**

**Motion to return to Regular Session at 7:45 pm – Eady – second – Windham, approved unanimous 6/0.**



May 06, 2019

City of Oxford/ Regular Session

4

**Downtown Development Authority (DDA) Appointment**

**Motion by Eady -second- Windham to appoint Art Vinson as DDA member replacement for Loren Roberts, approved unanimous 6/0.**

**Motion to adjourn at 7:47 pm Wearing – second – Eady, approved unanimous 6/0.**

Respectfully Submitted;



Stacey Mullen, CMC  
Deputy City Clerk





**OXFORD MAYOR AND COUNCIL  
REGULAR MEETING  
MONDAY, MAY 6, 2019 – 7:00 P.M.  
CITY HALL  
A G E N D A**

1. Call to Order, Mayor Jerry D. Roseberry
2. Invocation
3. Pledge of Allegiance
4. Motion to accept the Agenda for the May 6, 2019 Mayor and Council Regular Meeting.
5. **CONSENT AGENDA**
  - a. \* Minutes of the Regular Session April 1, 2019.
  - b. \* Minutes of the Work Session April 15, 2019.
  - c. \* Minutes of Planning Commission March 12, 2019.
  - d. \* Minutes of Trees, Parks, & Recreation February 12, 2019.
  - e. \* Minutes of Downtown Development Authority March 28, 2019.
6. Mayor's Report.
7. Planning Commission Recommendations/Petitions.
8. Citizen Concerns.
9. \* **State-wide Pole Attachment Agreements** – Electric Cities of Georgia has recently renegotiated the new Pole Attachment License Agreements for Distribution Poles with both Verizon Wireless and New Cingular Wireless. We have attached the new agreements with New Cingular and Verizon.
10. \* **Change Order for N. Emory Sewer Project** – During construction of the sewer main, the contractor encountered rock near the sewer tie-on at the Dried Indian Creek outfall. In order to lay the main through the rock, the contractor had to remove 119 cubic yards of rock in excess of what was originally planned. We have attached the change order for this work.
11. \* **Emory Street Sidewalk Project** – The Georgia Department of Transportation has granted permission for the city to move forward with advertising for the project. Before advertising, the city will need to consider contracting with a third-party engineering firm to provide construction administration and materials testing services for the project. The city issued a Request for Proposals and received two proposals in return. We recommend that Council award the contract to Keck & Wood for \$41,500.
12. \* **Moore Street Sidewalk Project** – The City Engineer has completed the civil plans for the Moore Street Sidewalk Project. The plans include installing a sidewalk along the south side of Moore Street from Longstreet Circle east to Haygood Street, and



extending the existing sidewalk located on the north side of Moore Street to Emory Street. We have attached a copy of the plans for Council review and approval.

13. **\* Resolution to Create the Electric Capital Project Fund** – Council will discuss whether to adopt the resolution to create the Electric Capital Project Fund. The fund will pay for projects specifically related to the maintenance of the city’s electric infrastructure. We have attached a copy of the resolution.
14. **\*Resolution to Create the Water and Sewer Capital Project Fund** – Council will discuss whether to adopt the resolution to create the Water and Sewer Capital Project Fund. The fund will pay for projects specifically related to the maintenance of the city’s water and sewer infrastructure. We have attached a copy of the resolution.
15. **\* Electric System Improvements** – The FY2019 Capital Budget includes \$160,000 for a project to replace equipment, wires, switches, and poles along Williams Street, Oxford North Road, W. Clark Street, and a section of Longstreet Circle. We recommend that Council award the purchase order to Over and Under Contractors, Inc. at \$91,601.40 to complete the work and Gresco at \$32,322.15 for all materials associated with the project. We have attached the quotes.
16. **\* Bureau Veritas February 2019 Invoice** – Last year, the city contracted with Bureau Veritas to provide building inspection services. Per the contract, the city agreed to a 75% and 25% split of the fees as payment for the service. The city collects all the fees and then remits the contracted portion to Bureau Veritas. The invoice reflects the amount that must be remitted for services provided for the month of February. We have attached the invoice coupled with a detailed description of the work performed.

17. Invoice Approval

**INVOICES OVER \$1,000.00**

VENDOR	DESCRIPTION	AMOUNT
<b>MONTHLY</b>		
*Blue Cross Blue Shield	Health Insurance Employees (05/1/2019 – 06/1/2019)	7,491.82
*City of Oxford Utilities	Monthly utility charges month of March 2019	1,263.51
*Georgia Municipal Association	GMEBS/Retirement Trust Fund (April Inv. 355220)	6,491.75
*Master Card	Mastercard charges for Hotel fees court clerk training (Angela); Office Cleaning supplies; Hotel Fees Lineman Training (Jay) other miscellaneous.	1,283.23
*Newton County Board of Commissioners	Water Purchase Month of March 2019 Inv 2536	13,830.00
*Newton County Water & Sewerage Authority	Monthly Sewer Charges for March 2019	6,660.73
Sophicity	Monthly IT Support Month of March Inv 11085	1,858.60
*Southeastern Power Admin.	SEPA energy cost (March) Inv. B-19-1507	3,372.35
<b>PURCHASES/CONTRACT LABOR</b>		
*AT & T	Monthly Phone Services Bill Date 03/29/2019	1,008.29



*Consolidated Monthly Municipal Court	Court Fees for Month of March 2019	1,007.31
*E.F. (Tres) Thomas III P.E.	2018 Annual storm water report	3,500.00
*Georgia Hydrant Services Inc.	Hydrant replacement – replacement of upper barrel section	2,250.00
*Mason Tractor Co.	Repair of chipper machine	3489.84
*Native Tree, LLC	Transplant 2 Yarbrough Oak Trees	1,300.00
*Rayfield Tree Care Inc.	Prune Trees throughout the city	3,250.00
*Rehrig Pacific Company	95gallon cart with lid	5,846.00
Scarborough Tree Service	Removal of 2 Pine trees with stump grinding on Longstreet and Emory Way.	2,400.00
*Suez	Quarterly water tank fees April – June 2019	3,122.62
Treadwell, Tamplin & Co.	Audit Services for year end June 30, 2018 Final bill	7,000.00
<b>Approved Contracts</b>		
*Burford's Tree, LLC	Powerline tree trimming week ending 3/9/19	4,552.00
*Burford's Tree, LLC	Powerline tree trimming week ending 3/16/19	4,552.00
*Burford's Tree, LLC	Powerline tree trimming week ending 3/23/19	3,414.00
*Burford's Tree, LLC	Powerline tree trimming week ending 3/30/19	4,552.00
*Burford's Tree, LLC	Powerline tree trimming week ending 4/6/19	2,048.40
*Burford's Tree, LLC	Powerline tree trimming week ending 4/13/19	4,552.00
*HCS Services, LLC	Work completed on Asbury Street Park	84,500.00
*HCS Services, LLC	Work completed on Asbury Street Park	25,000.00
*Site Engineering, Inc	North Emory Street Sewer Expansion	138,494.00

**18. Executive Session – Litigation & Personnel**

**19. Adjourn**





**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION**

**MONDAY, April 1, 2019 – 7:00 PM**

**CITY HALL**

**DRAFT BUSINESS MEETING**

**PRESENT:** Jerry D. Roseberry, Mayor; Council members: George Holt; Jim Windham; Mike Ready; David Eady; Jeff Wearing, Sarah Davis. Staff members present: City Manager Matt Pepper, City Clerk Connie Middlebrooks, Utility Superintendent Jody Reid, Police Chief Dave Harvey, City Attorney David Strickland.

**OTHERS PRESENT:** Peggy Madden, Hoyt Oliver, Laura Gafnea from Oxford College, Juanita Carson, Art & Laurie Vinson, Monica Darrah, James and Adrienne Waddey, Angela Pilgrim, Anderson Wright, Bill and Karen Couch, Dave Huber, Melissa Hage, and Judy Greer.

1. The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor
2. Invocation was delivered by Hoyt Oliver
3. Pledge of Allegiance
4. Motion to accept the Agenda for April 1, 2019 – Ready – Second – Wearing, approved unanimous 7/0.
5. Consent Agenda - Approved unanimous 7/0.
6. Mayors Report  
Mayor Roseberry informed everyone that on Tuesday April 2<sup>nd</sup> at 6 P.M. the Mayors and City Managers from the five municipalities in Newton County will meet with the Newton County Board of Commissioners at the Historic Court House to discuss the service delivery strategy.
7. Planning Commission Recommendations/Petitions  
None
8. Citizens Concern  
None
9. Distributed Generation Rider  
Councilmember Eady made a motion to remove the residential standby capacity charge of \$11.15 per kw from the city's distributed generation tariff.  
**Motion – second –Windham, approved unanimous 7/0.**
10. Asbury Street Park Sidewalk  
Motion by Councilmember Windham to proceed with the change order for HCS Services to construct the 60

feet of elevated boardwalk for \$10,920

**Motion – second – Eady, approved unanimous 7/0.**

**11. Moore Street Sidewalk Project**

Councilmember Windham made the motion to construct the sidewalk on the southside of Moore street from Longstreet Circle to Haygood Street, add crosswalk at the intersection of Haygood and Moore Street, and extend the existing sidewalk located on the north side of Moore Street to Emory Street.

**Motion – second – Hoyt, approved unanimous 7/0.**

**12. Consecutive Water System Agreement**

Mayor Roseberry explained what the Consecutive Water System Agreement is and how Newton County calculates the wholesale rates for the water and sewer they provide to the five municipalities. This discussion was a continuation from Item 6 (Mayor's Report) on the agenda and how it relates to the service delivery strategy. The Mayor did advise there will not be an increase in the wholesale water rate in FY2020.

**13. Bid for 101 Longstreet Circle Lot**

Motion by Holt to accept the bid received from Mr. Maurice Mack for \$6,000.00 for the purchase of the lot located at 101 Longstreet Circle.

**Motion - second Ready, approved 6/1. Six in favor with Councilmember Windham opposed.**

**14. Invoice Approval**

**Motion by Holt to approve March invoices - second Wearing, approved unanimous 7/0.**

**Motion by Holt to adjourn regular session at 7:18 pm – Second – Windham, approved unanimous 7/0.**

Respectfully Submitted;

Connie Middlebrooks  
City Clerk





**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING**

**WORK SESSION**

**MONDAY, April 15, 2019 – 6:00 PM**

**CITY HALL**

**DRAFT**

**MEMBERS PRESENT:** Mayor Jerry D. Roseberry; Councilmembers: Jim Windham, Jeff Wearing, Sarah Davis George Holt, David Eady, and Mike Ready.

**OTHERS PRESENT:** Matt Pepper, City Manager; Dave Harvey, Police Chief; Connie Middlebrooks, City Clerk; Jody Reid, Utility Superintendent; Hoyt Oliver, Michael McQuaide, Art and Laurie Vinson, Laura Gafnea, from Oxford College; Angela Pilgrim, Cheryl Ready, Juanita Carson, Hoyt Oliver, Judy Greer, Peggy Madden, Gwen Green, and Christine Carling from ECG.

The meeting was called to order by Mayor Jerry D. Roseberry.

**Agenda** (Attachment A)

**1. Mayor's Announcements**

Mayor Roseberry began the meeting by informing those in attendance of the Oxford Lions Club annual yard sale on May 4<sup>th</sup> from 8 a.m. until 1 p.m. The yard sale will be held on the City Greenspace at the corner of Emory Street and West Clark Street. Profits from the yard sale will be used for community and sight service projects. Mayor Roseberry also announced GMA's District Five Spring meeting will be held April 25<sup>th</sup> from 6 p.m. until 8 p.m. at the City of Jefferson Civic Center in Jefferson Georgia. The Mayor shared details from the Service Delivery Strategy meeting which was held April 2<sup>nd</sup> at the old Historical Courthouse. Mayor Roseberry provided a police report for the Month of March which consisted of 90 citations, 74 warnings, and 15 arrest.

**2. State-wide Pole Attachment Agreements**

Christine Carling from ECG addressed Council on the contract negotiations on behalf of the City of Oxford with Verizon Wireless and Cingular Wireless. Ms. Carling touched on the terms of the contracts regarding fees, some demands of both Verizon and Cingular to be able to place more antennas and wireless equipment on poles in order to improve customer internet/wireless access, as well as, use of City Rights-of-way. Mayor Roseberry requested that Ms. Carling also review the contracts with AT&T to see how the city can go about eliminating some of the double poles along city rights-of way. (Attachment B)

**3. Asbury Street Park**

Ms. Cheryl Ready, representing the Asbury Street Park Citizens Advisory Committee, addressed Council regarding suggestions for naming the park upon completion. The committee would like to ensure that all the families with ties to that area receive some type of recognition. Councilmember Windham suggested placing a

plaque at the park detailing the families and their affiliation to the property. Mayor Roseberry suggested that the committee consider accepting citizen recommendations as well.

#### **4. 107 W. Clark Street renovation Project**

Councilmember Wearing informed the Council that the Yarbrough House Renovation Committee met last week with Jordan Shoemaker from the Northeast Georgia Regional Commission, however they are still waiting for those recommendations. Mayor Roseberry requested that the committee ensure that they recognized the Yarbrough House as a historical building on a historical site and it not be considered commercial property.

#### **5. Emory Street Sidewalk Project**

Georgia Department of Transportation has granted permission to move forward with advertising for bids for the project. The sidewalk will span from Moore Street to Geiger Street. Councilmember Eady suggested that we have Oxford College to reaffirm their commitment to complete the sidewalk from Moore Street to Pierce Street after concerns raised by Councilmember Windham of having sidewalks that lead to nowhere all through the city. The City of Oxford will be responsible for 26% of the cost for the project with \$130,000 considered for the sidewalk and \$41,000 considered for the engineering of the project. This item moved to the May 6<sup>th</sup> Regular Session for a vote.

#### **6. FY2020 Operating Budget**

Councilmember Ready reported that the city would maintain current millage rate of (6.22 mills) and will not be accepting the rollback. FY2020 budget would see an increase for LOST revenue to account for steady county-wide sales tax growth, as well as, an increase to Interest Revenue due to interest accruing in Georgia Fund One. Councilmember Ready stated that the budget committee would be recommending a decrease in the funds allocated to the Yarbrough Hose Welcome Center. The committee would suggest new line items to accommodate for upgrades to the existing telephone equipment (\$8,000), upgrades to the security system to include the maintenance facility and Asbury Park, as well as, replacements to the current firewall and server (\$16,650). The committee also requested that Council consider creating another groundskeeper position in order to help maintain the park. Councilmember Ready informed Council that Newton County Water & Sewerage Authority would not increase the wholesale water rates, in turn the city would not impose a rate increase to our water and sewer customers. (Attachment C)

#### **7. FY2020 Capital Budget**

Councilmember Holt addressed the FY2020 Capital improvement plan. He highlighted changes in the budget for the E. Clark Street Development, Electric Systems Improvements, and the Yarbrough House Renovation/ Welcome Center. New items to be considered in the budget were a new backhoe tractor for the Water & Sewer Department, new lawn mower for the Streets Department, and an RTV for Streets/Parks & Recreation Department. Councilmember Ready requested to know from which budget would the proposed welcome sign proposed for the greenspace at Emory and Geiger Street. Councilmember Holt suggested that a line item be created under the capital budget to accommodate that proposed project. (Attachment D)

#### **8. Electric System Improvements**

Utility Superintendent Jody Reid addressed Council on projected plans to replace equipment, wires switches, and poles along West Clark Street, Longstreet Circle, Oxford North Road, and Williams Street. Mr. Reid recommended Council accept the bid from Over and Under Contractors, Inc. at \$91,601.40 to complete the work and the bid from Gresco at \$32,322.15 for all material associated with the project. (Attachment E)

**9. City Pollinator Garden**

Councilmember Windham informed the Council that he had met with Satsuki Garden Club President, Connie Waller and her Husband David, to get their recommendations for the Pollinator Gardens. Councilmember Windham invited anyone interested to join them on Thursday April 25th to travel to the suggested locations for the gardens.

**10. Other Business**

Councilmember Windham requested suggestions on how to eliminate the fishing and swimming taking place at the pond owned by the city and Councilmember Wearing. Mayor Roseberry suggested making sure the property was properly posted. Council requested Chief Harvey to research options and to start to patrol that area more frequently. Council was also asked to go ahead and approve the immediate replacement of the firewall. The consensus was unanimous to move forward with the firewall replacement.

Meeting Adjourned at 7:27 pm.

Respectfully Submitted,

Connie D. Middlebrooks  
City Clerk



# OXFORD PLANNING COMMISSION

Minutes – March 12, 2019

**MEMBERS:** Jonathan Eady, Chair; Laura McCanless, Vice-Chair; Mike Besaw and Zach May. Juanita Carson and Mike McQuaide were absent.

**STAFF:** Matthew Pepper, city manager and zoning administrator.

**GUESTS:** Charlene Bray; Hugh Tarbutton; Art and Laurie Vinson.

**OPENING:** At 7:14 PM, Mr. Eady called the meeting to order and welcomed the guests.

**MINUTES:** Upon motion of Ms. McCanless, seconded by Mr. May, the minutes for the meeting of February 12, 2019 were adopted. The vote was 4-0.

**CHARLENE BRAY DEVELOPMENT PERMIT APPLICATION (506 Emory Street):** When reviewing Ms. Bray's development permit application, the Planning Commission members concluded that both the present ordinance and the ordinance in effect when Wentworth subdivision was built had a 30' rear setback. However, the recorded subdivision plat appears to modify all the setbacks for the lots. Further, the Commission concluded based upon information available that the former City Council made changes in the approval process to allow for a 20' rear setback for the lots located in the subdivision. As proposed, the awning would be installed over an existing concrete patio which measures 21' from the rear property line. The Commission determined that the 20' rear setback approved by the former City Council at the time the house and patio were built was a conformed to the setback requirements at that time, and therefore makes the proposed awning a permitted non-conforming use today. The Commission members concluded that the awning was aesthetically consistent with the style found on surrounding dwellings.

*Upon motion of Mr. Besaw, seconded by Ms. McCanless, the Planning Commission approved the development permit application to install a metal awning over the back door and patio. The vote was 4-0.*

**HUGH TARBUTTON (1105 Wesley Street):** Mr. Tarbutton discussed with the Commission members his plans to construct an accessory building on his property. The building would include a patio with a fire pit and a 25' x 30' accessory building. The interior of the building would include a small galley kitchen, fireplace, and restroom. The proposed accessory building would take the place of an existing chicken shed. The Commission members discussed the proposed location of the building relative to the existing house and the west property line. They also discussed the range of square footage (300-900) allowed by ordinance for an accessory dwelling unit. Mr. Tarbutton shared that the accessory building will be a frame finish with a brick fireplace and a standing seam roof. The Commission members shared the specific requirements for an accessory dwelling unit as found in Sec. 40-525 with Mr. Tarbutton. The Commission members explained to Mr. Tarbutton the process to receive a development permit and building permit. Mr. Tarbutton will submit a development permit application for the accessory building once he has a dimensioned drawing depicting where it will be located relative to the side and rear setbacks.

Mr. Tarbutton also shared his plans to make repairs to his pond where a large portion of the bank has eroded into the pond. Mr. Tarbutton explained that the engineer working on the project suggested that he install French drains in the affected area to allow for the ground water to percolate directly into the lake. The Commission members agreed that the grading excavation required to repair the pond would require a development permit. The Commission members explained to Mr. Tarbutton that the city does



not have an ordinance dealing with ponds or lakes, but it does have ordinances dealing with wetlands, environmental impact, and soil erosion, all of which allude back to what is required by the state (Department of Natural Resources).

**ART AND LAURIE VINSON (903 Asbury Street):** The Commission members reviewed both the development permit applications presented by Mr. and Mrs. Vinson. The Commission members discussed erosion control for the driveway to the proposed garage. In addition, the Commission members modified the development permit application to relocate the 14' x 18' structure to indicate that constructing the bathroom was not a part of the current scope of work.

*Upon motion of Mr. May, seconded by Ms. McCanless, the Planning Commission approved the development permit application to construct a 2-car garage against the south basement wall of the residence. The vote was 4-0.*

*Upon motion of Mr. May, seconded by Ms. McCanless, the Planning Commission approved the development permit application to relocate the existing 14' x 18' structure to a location on the property that is compliant with the city's rear and side setback requirements. The vote was 4-0.*

**TRAINING:** Mr. Pepper reminded the Commission members that the Carl Vinson Institute is offering a planning and zoning training class for Planning Commission members on Thursday, April 4<sup>th</sup>. Commission members will let Mr. Pepper know if they would like to attend the training.

**OTHER BUSINESS:** Mr. Pepper updated the Commission members on the status of House Bill 302 and Senate Bill 172 in the General Assembly.

**ADJOURNMENT:** Mr. Eady adjourned the meeting at 8:12 PM.

Approved by:

Zach May, Secretary





# **Trees, Parks and Recreation Board (TPR) – City of Oxford, GA**

Minutes of Meeting February 12, 2019

Community Room, Oxford City Hall

**At 5:00 PM**, Chairman Ready called the meeting to order.

## **Attendance**

**Present – Members:** Cheryl Ready, Anderson Wright, Laura McCanless, and Mike Besaw.

Matt Pepper, City Manager

Jody Reid, City Superintendent

**Absent – Members:** Sallie Robinson, Teresa Welch, and Amber Moon.

Seth Hawkins, GUF Community Forester

Beryl Budd, City Arborist, GUF

**Agenda for meeting:** Upon motion of Ms. McCanless, seconded by Mr. Besaw, the agenda for the February 12, 2019 meeting was adopted. The vote was 4-0.

**Minutes of meeting December 11, 2018:** Upon motion of Mr. Besaw, seconded by Mr. Wright, the minutes for the meeting held on December 11, 2018 were adopted. The vote was 4-0.

## **Reports and Updates:**

1. Mitchell Street Park – Anderson Wright reported that the city planted 3-4 dogwood trees in the park. In addition, he has been working with Tommy Ballard to negotiate another 10-year lease on the property.
2. George Street Park (Split Rail Fencing) – Mr. Reid will obtain a price to replace the fence before the Board's next meeting.
3. Asbury Street Park – Mr. Pepper updated the Board members on the progress of the park.
4. Yarbrough Oak Replanting Possibilities – Jeff Wearing will visit the Board members at their next meeting to discuss the plans to safely replant the Yarbrough Oak saplings on city property.
5. Longstreet Circle – Ms. Ready shared with the Board members that the city has begun receiving bids to purchase the property located at 101 Longstreet Circle.
6. 6153 Emory Street – The city received a bid of \$28,875 from Designed Installations to construct the new welcome sign at 6153 Emory Street. Given the high price to complete the work, the Board members decided to contact other contractors. Ms. Ready and Ms. McCanless will send the contact information for other contractors who may want to bid on the project to Mr. Pepper.



**Pruning Issues:** Mr. Pepper presented the list of bidders to the Board members for this year's pruning work. He also stated that Mr. Budd recommended that the Board hire Rayfield Tree Care to complete the work for \$3,250.

*Upon motion of Ms. McCanless, seconded by Mr. Besaw, the Trees, Parks and Recreation Board awarded the contract to Rayfield Tree Care for \$3,250 to complete the crown pruning work as specified in the Request for Proposals issued by the city. The vote was 4-0.*

**Emory Street Revitalization Plan:** Mr. Budd will accompany James Johnson with Oxford College to the nursery to pick out the trees. Mr. Pepper will send Ms. Ready the sample Right-of-Entry Permission form. Since the Board members have seen a low response rate from the citizens living along Emory Street, they discussed including other areas of the city as part of the revitalization project.

**Moore Street Sidewalk Project:** Board members discussed the five trees that would be affected by the city's plans to construct a sidewalk on the south side of Moore Street between Haygood Avenue and Emory Street. During the discussion, Ms. Ready read Mr. Budd's recommendation for the large Willow Oak located within the Moore Street right-of-way. She will forward Mr. Budd's recommendation to all Board members. Ms. McCanless mentioned that the Planning Commission strongly recommended that the city stop the sidewalk at the raised crosswalk near Oxford College's soccer field.

*Upon motion of Ms. McCanless, seconded by Mr. Besaw, the Trees, Parks and Recreation Board issued a formal recommendation to the Mayor and City Council to not continue with the sidewalk on Moore Street between Haygood Avenue and Emory Street since five trees would be removed as part of the construction. The vote was 4-0.*

**Concerns and Announcements:**

1. Ms. Ready shared information regarding the application for the Growth Award with Board members. She will fill out Category B of the application. The other Board members will fill out the remaining sections (Categories A, C, and D).

Adjournment at 5:50 PM.

Next meeting will be April 9, 2019.



# **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD**

Minutes – March 28, 2019

**MEMBERS:** Mr. Mark McGiboney, Chair; Mr. Jonathan Eady, Mr. Mike Ready, Mr. Brian Barnard, and Ms. Martha Molyneux. Danielle Miller was absent.

**STAFF:** Matthew Pepper, city manager and DDA secretary/treasurer.

**GUESTS:** Dave Huber and Nicholas Cole.

**OPENING:** At 7:02 PM, Mr. McGiboney called the meeting to order.

**APPROVAL OF MINUTES:** Upon motion of Mr. Barnard, seconded by Mr. Ready, the minutes for the meeting on February 28, 2019 were approved. The vote was 5 – 0.

**ELECTION OF NEW VICE-CHAIRMAN:** Upon motion of Mr. Ready, seconded by Mr. Barnard, Martha Molyneux was appointed to serve as the Vice-Chairman of the DDA. The vote was 5 – 0.

**DISCUSSION ON DOWNTOWN DEVELOPMENT ALONG HWY 81:** The DDA members discussed the status of the Yarbrough House property and how it fits in with the DDA's work on the town center development. Mr. Ready reported that the city's sub-committee on the Yarbrough House property met with the historic preservation team with the Northeast Georgia Regional Commission (NEGRC) to discuss how to move forward with restoring the house and improving the greenspace behind the house. The NEGRC team will share their recommendations with the sub-committee in the coming weeks. Mr. Ready will then relay the NEGRC's recommendations to the DDA members before the April meeting.

Before the next meeting, the DDA members and staff will complete the following assignments:

- Mr. McGiboney will contact Rob Fowler to find out when the post office's lease with the United States Postal Service will terminate.
- Mr. McGiboney will contact Historical Concepts to inquire about the cost to engage the DDA in a planning exercise specifically focused on the town center development.
- Mr. Pepper will send the reports on the Yarbrough House property prepared by Erik Oliver and the city's ad-hoc committee to the DDA members.

**OTHER BUSINESS:** The DDA members discussed some potential candidates to fill the vacancy on the DDA. In addition, the DDA members discussed the current status of the E. Clark Street Development project as it relates to their current work on the town center development. They decided to wait a few more months before releasing the RFP for a second time.

**ADJOURNMENT:** Mr. McGiboney adjourned the meeting at 7:58 PM.

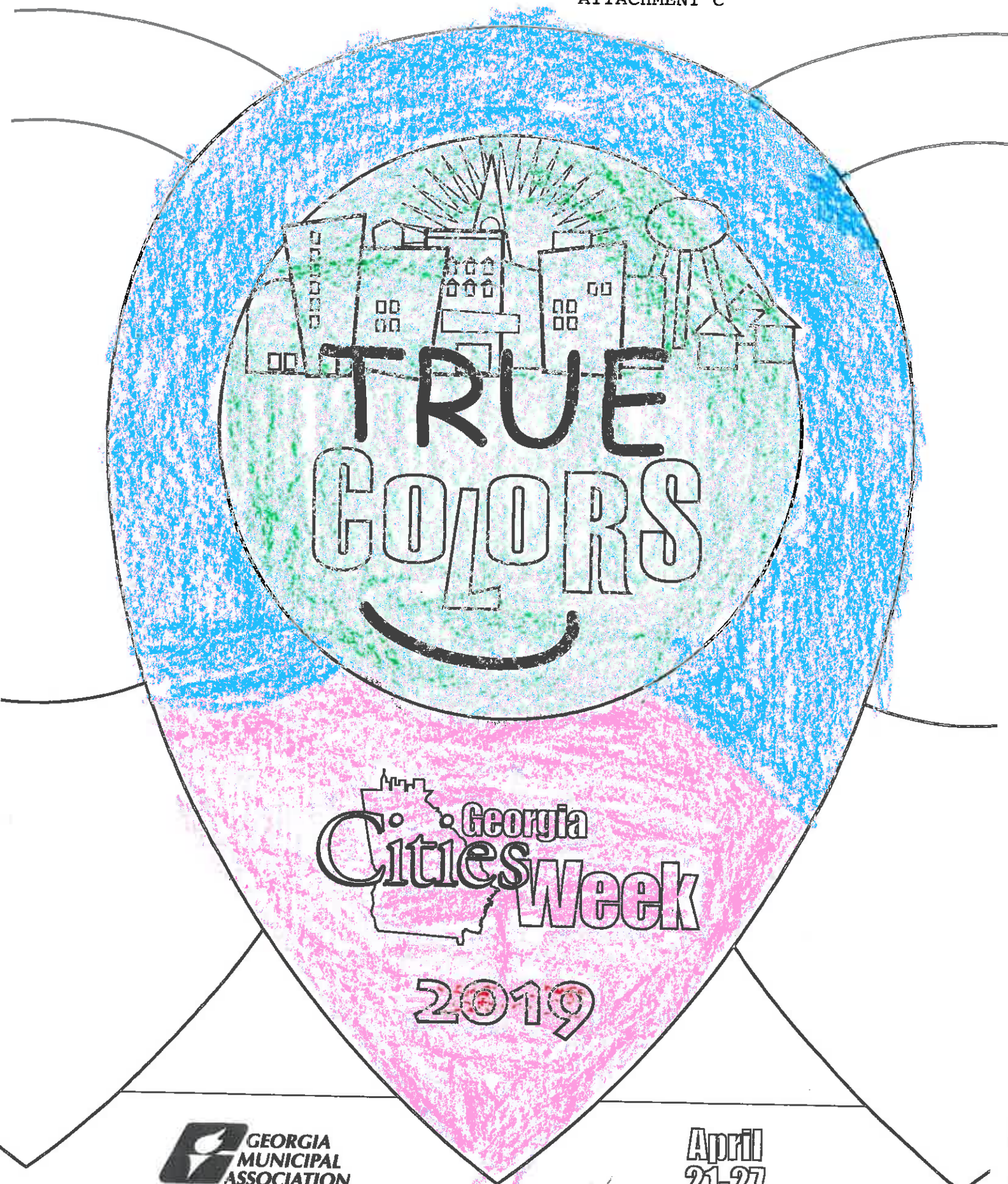
Approved by:



**Matthew Pepper, Secretary/Treasurer**







GEORGIA MUNICIPAL ASSOCIATION

April 21-27

NAME: L. Ogden

AGE: 10



**POLE ATTACHMENT LICENSE AGREEMENT  
FOR DISTRIBUTION POLES**

**BETWEEN**

City of Oxford

**AND**

Verizon Wireless (VAW) LCC D/B/A Verizon Wireless



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## ***POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES***

### **PREAMBLE**

THIS AGREEMENT (“Agreement”), effective as of this 19<sup>th</sup> day of March, 2019 (“Effective Date”), by and between the undersigned municipal corporation of the State of Georgia (the “Licensor”), and Verizon Wireless (VAW) LCC D/B/A Verizon Wireless, a limited liability company organized under the laws of the State of Delaware (the “Licensee”), referred to collectively as “Parties,” and individually as “Party”;

WHEREAS, the Licensor and Licensee desire to enter into a pole attachment license agreement for the use of Licensor’s poles, erected or to be erected within the area in which both Parties render service in the State of Georgia, to be consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other consideration set forth herein the adequacy of which is acknowledged, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

#### **ARTICLE 1 – SCOPE OF AGREEMENT**

A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Georgia, and shall cover all distribution poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Licensor reserves the right for good cause to exclude from use any of its facilities for objective reasons of safety, reliability, capacity, and generally applicable engineering standards.

#### **ARTICLE 2 – EXPLANATION OF TERMS**

A. For the purpose of this Agreement, the following terms shall have the following meanings:

“Above the Communications Space” means the space above the Communications Space, as defined below, but not limited to the Power Space and space above the Power Space.

“Actual Costs” means all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation and contractor fees, when used in lieu of Licensor labor. Licensor Actual Costs shall be verifiably comparable to the cost Licensor pays for similar work to its own facilities.

“Affiliate” means any entity that controls, is controlled by, or is under common control with Licensee.





“Application” means the process described in Article 4 hereof used by the Licensee to receive Licensor’s permission to install initial facilities, to modify existing facilities, or to add additional facilities outside the Licensee’s allocated twelve inches (12”) of space on Licensor’s poles as provided herein. The form used for the Application process is identified as Exhibit 1 and is included as a part of this Agreement.

“Attachment” means any Wireless Facility or related equipment attached to a Pole, including, but not limited to, brackets, cables, Service Drops, power supplies, amplifiers, pedestals, bonding wires, Overlashings, guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12”) either above or below, but not both, the bolted Attachment, exclusive of riser or conduit.

“Clearance Space” means the space on the Pole below the point where horizontal wire or horizontal cable equipment may not be installed in accordance with the Specifications. For purposes of this definition, “horizontal” means spanning from Pole to Pole or extending more than three feet (3’) from the surface of the Pole.

“Communications Space” means the space on the pole immediately below the Power Space extending to the lower of the existing lowest horizontal cable attachment, as specified by the National Electrical Safety Code, or reserved space, if applicable.

“Contact Person” is defined in Article 20.

“Cost in Place” means the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

“Effective Date” is defined in the Preamble.

“Licensor” is defined in the Preamble.

“Force Majeure Event” is defined in Article 28.

“Inventory” means an Inventory of Licensee’s Attachments which will confirm the total number of Licensee’s Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to Licensor poles.

“Interference” for the purposes of this Agreement, may include, but is not limited to, any use on the property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the communication facility.

“Joint User” means a person or entity that is currently occupying or reserving space on Licensor’s Poles, and has a right to attach to a Pole or anchor owned, controlled, or otherwise operated by Licensor in return for granting Licensor equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.

“Licensed Pole” means a pole for which Licensee has a valid and effective permit to locate and maintain an Attachment to the terms of this Agreement.



“Licensee” means the party having the right under this Agreement to make and maintain Attachments on a Licensor Licensed Pole as defined in the Preamble.

“Licensee Transfer Date” is defined in Article 7.

“Licensor” means the utility defined in the Preamble.

“Make Ready” means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

“Make Ready Costs” means all costs necessary for Licensor, and other existing parties on the applicable Pole, to prepare the Poles for Licensee’s new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Licensor Make Ready Costs shall be verifiably comparable to the cost Licensor pays for similar Make Ready Work to its own facilities.

“Make Ready Estimate” means the estimate prepared by Licensor for all Make Ready Work that may be required by Licensor to accommodate Attachment(s) by Licensee.

“Make Ready Work” means all work required by Licensor or others attached to the Pole to accommodate Attachment(s) by Licensee.

“NESC” is defined in Article 3.

“Outside Party” or “Third Party” is defined as persons or entities not party to this Agreement.

“Parties” is defined in the Preamble.

“Pole” or “pole” means a wooden, concrete or steel structure owned, controlled, or otherwise operated by Licensor to support distribution lines and related facilities of Licensor, including drop, lift, light poles and streetlight poles that do not support distribution lines and related facilities.

“Power Space” means any space on the pole primarily utilized by Licensor for the distribution of electric power, space between power lines, and includes the space from the top of the pole down to the Communications Space and includes the space above the Communications Space designated by the National Electrical Safety Code as the “communication worker safety zone”.



“Rental Fee,” “rental fee,” “Rental” or “rental” means the annual amount per billable Attachment (as defined herein) that Licensee must pay to Licensor pursuant to Article 13 of this Agreement.

“Rearrangement” means the moving of Licensee Attachments, the Licensor’s equipment or a third party’s equipment from one position to another on the same Pole.

“Referee” is defined in Article 21.

“Safety Inspection” means an inspection of Licensor poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Licensor poles, performed after the Effective Date.

“Service Drop” means a Licensee wire or other facility used to connect to a customer’s location from a Licensor pole.

“Specifications” is defined in Article 3 hereof.

“Transfer” means the removal of Attachments from one Pole and the placement of such Attachments upon another Pole.

“Unauthorized Attachment” means any affixation of any Licensee Attachment to Licensor Poles, which has not been authorized as required by this Agreement.

“Unauthorized Attachment Fee” means the fee to be paid by Licensee for each Unauthorized Attachment.

“Wireless Facilities” means equipment at a fixed location that enables wireless communications between user equipment or nodes of a communication network, or both, including:

(A) Equipment associated with wireless communications; and

(B) Radio transceivers, surface wave couplers, antennas, coaxial or fiber optic cables, regular and backup power supplies and comparable equipment regardless of technological configuration.

The term shall not include the structure or improvements on, under or within which the equipment is collocated nor shall it include wireline backhaul facilities or coaxial or fiber optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

B. The following rules of interpretation apply to this Agreement and are by this reference incorporated into this Agreement:

(1) the word “or” is not exclusive and the words “including” or “include” are not limiting;

(2) the words “hereby,” “herein,” “hereof,” “hereunder” or other words of similar meaning refer to the entire document in which it is contained;



- (3) a reference to any agreement or other contract includes permitted supplements, amendments and restatements;
- (4) a reference to a law includes any amendment or modification to such law and any rules or regulations promulgated thereunder or any law enacted in substitution or replacement therefore;
- (5) a reference to singular includes plural and vice-versa and each gender includes the other;
- (6) a reference to days, months, or years refers to calendar days, months, and years, unless business days are specified;
- (7) Article and Section headings and table of contents are only for reference and are not to be considered in interpreting this Agreement;
- (8) a reference to an Article, Section, Appendix, Exhibit or Schedule which does not specify a particular document is to the relevant Article, Section, Appendix, Exhibit or Schedule of the document containing the reference;
- (9) a reference to an Article includes all Sections and subsections contained in such Article, and a reference to a Section or subsection includes all subsections of such Section or subsection;
- (10) All terms not otherwise defined herein will have the meaning commonly ascribed thereto in the relevant industry;
- (11) "\$" or "dollars" refers to United States dollars; and
- (12) The word "will" has the same meaning as "shall."

### **ARTICLE 3 – SPECIFICATIONS**

A. The use of the Poles covered by this Agreement shall be in conformity with all applicable provision of the following (the "Specifications"): (1) Section 5 "Joint Use and Clearances" of the Electric Cities of Georgia Inc. Construction Assembly Specifications (a copy of which is attached hereto as Exhibit 6 and incorporated herein by this reference) as it applies to Licensee's Attachments, and subsequent revisions thereof, provided Licensor provides Licensee sixty (60) days written notice of such revisions; and (2) requirements of the National Electrical Safety Code (2012) of The Institute of Electrical and Electronics Engineers, Incorporated and subsequent revisions thereof ("NESC"). Where there is a disagreement between Specifications, the applicable NESC Specifications shall apply. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the Specifications shall, when accepted in writing by both Parties hereto, likewise govern the Licensee's use of Poles, and when so accepted shall be included within the term "Specifications." Any revision to the Specifications shall apply on a prospective basis, except as otherwise required by the NESC or any applicable law. No Application is necessary to correct safety violations or comply with applicable Specifications.

B. Each Party shall keep its Attachments in safe condition and in thorough repair. Licensee's Attachments shall be identified consistent with the Georgia Overhead Marking





Standards as adopted by the Georgia Utilities Coordinating Council. Attachments previously in place on Licensor's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than five (5) years from the Effective Date of this Agreement. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year, should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee, provided that Licensor can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then Licensor may install the necessary markers, and Licensee shall reimburse Licensor for the cost of such work.

#### **ARTICLE 4 – ESTABLISHING ATTACHMENTS TO POLES**

Before Licensee shall make use of Licensor's Poles under this Agreement, or modify existing attachments, it shall submit an Application, as required herein. The Application shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, (ii) hand delivery or (iii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Application. When transmittal is by hand or U.S. mail, the Licensee will also send an electronic mail message, return receipt requested, to Licensor as notice that the Application was hand-delivered or sent by the U.S. mail.

##### **A. APPLICATION AND NOTIFICATION PROCEDURE**

1. Except in connection with (i) Pole Transfers, (ii) correcting noncompliance, (iii) removals (iv) modifications subject to subsection (2) below; or (v) any other written Licensor requested action of the Licensee, Licensee must submit to Licensor an Application for any Licensee construction on Licensor Poles (including reconstruction of existing Pole lines) that involves the placement of new or additional Attachments.

2. Subsequent to the original installation of Licensee's Attachments, Licensee may make modifications to or replace Licensee's Attachments, or may alter, enhance, and upgrade its Attachments, so long as such modification, replacement, substitution, alteration, enhancement, or upgrade does not increase pole loading beyond the pole loading that was established in the approved Application or involve placement of Attachment outside the area designated in the approved Application, without obtaining prior written consent of Licensor. Any modification that would involve increasing the pole loading or outside the area designated beyond what was established in the approved Application shall require Licensee to submit a new Application for such pole.

3. Licensee shall submit a completed Application on the form attached hereto and identified as Appendix A, and all supporting data in accordance with said Application, or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.

Application Fee – Licensee shall be charged in the amount of fifty dollars (\$50) for each Pole submitted under this Agreement. Licensor shall keep a cumulative annual total of Application Fees and invoice Licensee for such Application Fees annually, along with the annual Rental Fees. The invoice provided for herein shall be paid by the Licensee simultaneously with its payment of the annual Rental Fees. Failure to include



all pertinent information relating to the Application set forth in Appendix A will result, at the Licensor's option, in the returning of the Application to Licensee unapproved or holding the Application until the required documentation is received. Licensor will make timely and reasonable efforts to contact Licensee should its Application be incomplete.

**Inspection Fee** – Except for any work required by Licensor, including, but not limited to, Transfers and rearrangements done at the request of Licensor or a third party, road improvement projects, and the installation of new Poles where none currently exist, Licensee shall pay Licensor for the reasonable Actual Costs incurred by Licensor in (i) performing field inspections, only as may be necessary to ensure compliance with this Agreement, which fees shall be reasonable and based upon actual costs incurred, and (ii) preparation of an estimate of the Make Ready Costs of each Pole covered in the Appendix A, which costs may set as fixed fees from time to time with the mutual agreement of the parties. The Licensor will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensee shall reimburse Licensor for such costs within sixty (60) days of receipt of the invoice from Licensor.

**Timeframes:**

(a) Licensor shall approve, approve with conditions, or deny Licensee's Application within sixty (60) days after the receipt of a completed Application, provided that, all attachments at all locations of the Application are substantially similar; provided that if any Make-Ready Work is necessary, Licensor shall provide a Make-Ready Estimate, as provided, below.

If Licensee's Application is approved or if Licensee's Application is not rejected within the applicable period specified above, the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provided in this Agreement. If Licensee's Application is conditionally approved, Licensor shall include a Make Ready Estimate within forty-five (45) days of Licensee's Application and approval of such Application shall be conditionally approved based upon payment of the Make Ready Estimate with its response. If the Licensor rejects the Application in whole or in part, the Licensor will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1.

4. The Make Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make Ready Work and shall reflect costs that are verifiably comparable with Licensor Actual Costs. If necessary, the Licensee shall request clarification on the Make Ready Cost before requesting the Licensor to commence Make Ready Work. The Licensor's total charges shall be consistent with Article 8 herein (will not exceed 120% of the estimate), unless such additional costs are caused by changes in Licensee's plans from the original permit. Licensee will provide written acceptance of the Make Ready Estimate within fourteen (14) days of receipt. If written response, is not provided within fourteen (14) days, the Application will be considered denied.

5. Licensor shall complete Make Ready Work on Applications within sixty (60)



calendar days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work. Licensee may request expedited handling of Licensor's work, and Licensee shall be responsible for the additional Actual Costs incurred by Licensor for such expedited processing. Licensee is responsible for coordination of all other Licensees or Joint Users to similarly expedite the completion of all Make Ready Work. Licensee shall make payment for Licensor's Make Ready Work within sixty (60) days of the written acceptance.

6. Any work undertaken on or in furtherance of Licensee's use of the equipment Above the Communications Space of any pole, shall be performed by Licensor's employees, Licensor's contractors, or approved contractors (Exhibit 5). Unless otherwise specifically approved in advance by Licensor, neither the Licensee, nor its contractors shall be allowed to perform the Make-Ready Work related to Licensee's equipment Above the Communications Space.

7. Licensor shall provide written notice to Licensee no later than seven (7) business days following the completion of Make Ready Work. Upon receipt of notice by Licensee from Licensor that the Make Ready work has been completed, the Licensee shall have the right hereunder to place its Attachments in accordance with the terms of the Application and this Agreement (including Article 3 herein). If the Licensee fails to initiate construction within one hundred eighty (180) days from the Licensor's notice of completion of Make Ready Work, the Licensor may, in its sole discretion, deem the Application approval terms and conditions outlined in the Appendix A null and void, and require the submission of another Application, along with engineering fees necessary to reimburse the Licensor for revised engineering and cost estimates, in the event Licensee still desires to attach to the Poles originally approved for attachment. Where field conditions preclude such compliance (e.g., when the Licensee's construction is delayed), Licensee shall notify the Licensor prior to the one hundred eightieth (180<sup>th</sup>) day. Licensee shall provide written notice to Licensor no later than twenty (20) business days following the completion of Licensee's work so that Licensor may perform its inspection of Licensee's new or modified Attachments to Licensor's Pole.

(a) Licensee and Licensor shall each place, Transfer and rearrange its own Attachments and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each Party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other Party.

(b) The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the Parties hereto in the manner provided in Article 8.

8. Any work undertaken on or in furtherance of Licensee's use of the equipment Above the Communications Space of any pole, shall be performed by Licensor's employees, Licensor's contractors, or approved contractors (Exhibit D). Unless otherwise specifically approved in advance by Licensor, neither the Licensee, nor its contractors shall be allowed to perform the Make-Ready Work related to Licensee's



equipment Above the Communications Space. For Licensor's failure to meet the required timelines for Make-Ready Work Above the Communications Space, as set forth in this section, as applicable, Licensee, after attempting to resolve the dispute, may file a complaint for unreasonable delay on the part of Licensor with the FCC or with the state public utilities commission exercising jurisdiction or other authority; and further, a rebuttable presumption applies in such proceedings that access to Licensor's poles or facilities has not been provided on just and reasonable terms and conditions.

9. Post Inspection. Licensor may perform a post-construction inspection to measure and/or to visually observe Licensee's facilities, within thirty (30) days of completion of construction to ensure the attachment and installation of the Licensee's facilities conform to the requirements of this Agreement. Licensee shall bear the reasonable and actual costs incurred of such inspection provided the inspection is completed within thirty (30) days after written notification by Licensee of non-compliance. If the Licensee's facilities are not in compliance, the Licensee shall bring its facilities into compliance within thirty (30) days after notification of non-compliance and notify Licensor in writing upon completion. Licensee shall bear the reasonable and actual costs of all subsequent inspections necessary to verify the facilities have been brought into compliance. If not brought into compliance within ninety (90) days from initial notification from Licensor, Licensor may have an approved contractor perform the work and Licensee will be responsible for cost.

10. Electricity. Licensee shall secure and pay all charges for any electricity service furnished to each Attachment. Licensee may install or cause to be installed a separate electric meter base as required by the Licensor for the operation of Licensee's facilities.

## **ARTICLE 5 – RADIO FREQUENCY**

A. Radio Frequency Emissions. Licensee is solely responsible for the radio frequency ("RF") emissions emitted by its equipment. Licensee is jointly responsible for ensuring RF exposure from its emissions, in combination with the emissions of all other contributing sources of RF emissions, is within the limits permitted under all applicable rules of the Federal Communications Commission ("FCC"). To the extent required by FCC rules, Licensee shall install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions. Licensee will communicate and cooperate with other pole attachers which emit RF to minimize the number of signs.

B. Each Party and Other's Responsible for Own Equipment. The Licensor and Licensee are under a duty and obligation in connection with the operation of its own, facilities, now existing or in the future, to protect against RF interference to the RF signals of Licensor and such other existing attachers at the time of the Application, as may be applicable. Each party to this Agreement shall endeavor to correct any interference to other networks created by its RF emissions promptly and shall coordinate and cooperate with each other relating to the same.

C. RF Power Cut-off Switch. Licensee shall install a power cut-off switch on every Licensor pole or facilities to which it has attached facilities that can emit RF energy. In ordinary circumstances, Licensor's authorized field personnel will contact the Licensee's designated point of contact provided pursuant to Section 22 to inform the Licensee of the need





for a temporary power shut-down. Upon receipt of the call, Licensee will power down its antenna remotely, the power-down will occur during normal business hours and with 24 hours advance notice. In the event of an unplanned power outage or other unplanned cut-off of power, or an emergency, the power-down will be with such advance notice as may be practicable and, if circumstances warrant, employees and contractors of Licensor may accomplish the power-down by operation of the power disconnect switch without advance notice to Licensee and shall notify the Licensee as soon as possible. In all such instances, once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform the NOC as soon as possible that power has been restored.

D. **Emergency After Hours Contact Information.** Licensee shall provide emergency after hours contact information to Licensor including 24/7 telephone and/or pager information, a list of duty managers by district and escalation procedures. Licensee shall be required to include signage which indicates Licensor emergency contact information, Licensee's emergency contact information, and National Electrical Safety Code ("NESC") required information.

E. **Installation and Upkeep of Sign(s).** Licensee is responsible for the installation and upkeep of its sign or signs on each pole. The signage will be placed so that it is clearly visible to workers who climb the pole or ascend by mechanical means. The signs will contain the information approved for such signs by the FCC, or in the absence of FCC approval, the information commonly used in the industry for such signs.

## **ARTICLE 6 – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS**

Licensor's approval of an Application shall include a non-exclusive license access and use Licensor's rights-of-way for the purposes described in this Agreement to the extent Licensor acts in its capacity as an electric service provider and the approved Application, which license shall be subject to Licensee's continuing obligation to obtain such additional permits and approvals as may be required by the Licensor in other capacities (e.g., as a local government or regulatory body) or relevant third parties for work performed within the rights-of-way relating to the installation, maintenance, repair, replacement or modifications of approved Attachments. Licensor does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Licensor's Poles, no liability on account thereof shall attach to the owner of the Poles; and Licensee shall be further responsible for obtaining all rights, permissions and approvals from other parties as may be necessary to exercise the rights, benefits and privileges contemplated herein.

Licensor shall maintain pole line right-of-way clearances according to Licensor's standard procedures, except with respect to Make Ready. Licensee is responsible for providing right-of-way clearances outside of Licensor's standard clearance practices at its own expense.

## **ARTICLE 7 – MAINTENANCE OF POLES AND ATTACHMENTS**

A. The Licensor shall maintain all Poles in a safe and serviceable condition and in accordance with the Specifications, and shall replace, reinforce or repair Poles as they become



defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Licensor's Poles, and Licensee will provide necessary training and equipment for its representatives to safely execute their work on Licensor's Poles. Prior to working on a Pole, Licensee shall, through visual inspection and reasonable effort, make an assessment that the pole is in safe working condition. If Licensee believes that a pole contains non-compliant or unsafe conditions, Licensee shall promptly notify Licensor of any existing substandard condition (i.e., physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety, and Licensor will cause the existing condition to be promptly corrected. Licensee will insure that contractors will comply with provisions of this Agreement. Licensor does not warrant, guarantee, or imply that any Pole abandoned by Licensor possesses sufficient mechanical strength as required by or for any use of Licensee.

B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Licensor will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Service Drops with the locations of the power facilities serving the customer.

C. Except during restoration efforts after natural disasters, such as a Force Majeure events, whenever it is necessary to replace or relocate a Licensed Pole, the Licensor shall, before making such replacement or relocation, give notice via the electronic notification system of pole transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), of not less than sixty (60) days for five (5) poles or less and ninety (90) days for six (6) poles or more (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation, and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions or with any other schedule issued by the appropriate authority governing a highway relocation project.

NJUNS code Licensor CTYOXF

NJUNS code Licensee VZFGA

D. Should the Licensee fail to Transfer its Attachments to the newly Licensed Pole after the date specified for such Transfer of Attachments and after all third party and Licensor responsible Transfers have been accomplished to the extent necessary for Licensee to affect its facilities Transfer, whichever is later ("Licensee Transfer Date"), the parties will have the following rights, in addition to any other rights and remedies available under this Agreement: The Licensor may hire a contractor approved by Licensee to transfer the facilities at Licensee's cost. Licensee will furnish a list of contractors authorized to perform such transfers. Alternatively, Licensor may sell such Pole to Licensee "as is" and the Licensee will



indemnify, defend and save harmless the Licensor from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Licensor will further evidence transfer of title to the Pole by appropriate means.

E. Licensee shall have twenty-four hour (24/7) access to its equipment in Communications Space for maintenance and repair.

F. Each party shall at all times maintain all of its Attachments in accordance with the Specifications in Article 3.

#### **ARTICLE 8 – DIVISION OF COSTS**

A. **NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST.** Whenever Licensor requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new Pole. In the case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee shall submit an Application. To the extent that Licensee's planned Attachments require a pole taller or stronger than what Licensor would have installed absent Licensee's planned Attachments, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole will be paid by the Licensee, the rest of the cost of erecting such Pole to be borne by the Licensor. If in connection with the construction of a Pole(s) the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Licensor's Pole(s) even if the Pole(s) does not at that time become a Licensed Pole.

B. **ADDITIONAL MID-SPAN POLE.** A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Licensor and the Licensee, which would have been unnecessary except solely due to Licensee's use, shall be erected at the sole expense of the Licensee, or in the case of multiple Licensees on the Licensed Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the mid-span Pole.

C. **PAYMENTS DO NOT AFFECT OWNERSHIP.** Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.

D. **REPLACEMENT OF EXISTING POLES.** Where an existing Pole is replaced for maintenance purposes, Licensor shall erect a Pole adequate for the existing Attachments and Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Licensor will pay all the costs of installing the replacement Pole. Licensee will pay to replace its existing Attachments. The replaced Pole shall be removed and retained by Licensor.



1. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensor's requirements, such as providing service, normal maintenance, or keeping the Licensor's wires clear of trees, shall be erected at the sole expense of the Licensor. The Licensor shall bear the full expense of replacing or Transferring all the Licensor's Attachments, and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.

2. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the Licensor the Make Ready Cost of the new Pole.

3. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to a Joint User's requirements such as providing service, correcting a safety violation or keeping the Joint User's wires clear of trees, the Joint User shall pay all of the Make Ready Cost of the new Pole, including any costs associated with replacing or Transferring Licensee's Attachments.

4. Except as to existing contracts with Joint User, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the Licensor, and other third parties, if applicable, the rest of the cost of erecting such Pole to be borne by the Licensor. The Licensor and Licensee shall replace or Transfer all Attachments at their own expense.

E. **RESPONSIBILITY FOR OWN ATTACHMENTS.** Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

F. **PAYMENT BASIS.** Payments made under the provisions of this Article may be based on the estimated or Actual Cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the Estimated Cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

G. **UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE.** In the event the Licensor installs a Pole larger than is initially required for Licensor's and Licensee's use in anticipation of Licensor's future requirements or additions, the additional space provided by Licensor shall be reserved for Licensor's sole use. Licensee may request documentation to validate the need for future space.

## **ARTICLE 9 – INSPECTIONS**

A. **INSPECTION PERFORMANCE.** Within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Parties shall jointly perform a safety inspection to identify any safety violations of all parties on the Poles ("Initial Safety





Inspection”), including Licensor and Joint Users, except that no such Initial Safety Inspection will occur if Licensee does not have any existing Attachments at the time of this Agreement. Following the Initial Safety Inspection, and not more than once every five (5) years thereafter, Licensor may perform periodic system-wide safety inspections of Licensor Poles, including Licensee Attachments, upon six (6) months’ advance written notice to Licensee. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee and Licensor, and other attachers to Licensed Poles, shall share equally in the Initial Safety Inspection cost whether the Initial Inspection is performed by the Licensor or a third party contractor. In the event the Initial Safety Inspection or any subsequent safety inspection is performed by a third party contractor, the Licensee shall have the right to seek bids from third party contractors prior to the inspection and propose such bids to Licensor. Licensor will not be required to use any third party contractor proposed by the Licensee, provided that any third party contractor used by the Licensor to perform any inspection shall charge no more than the lowest qualified bid proposal (in Licensor’s reasonable discretion) provided by the Licensee. For inspections performed after the Initial Inspection, Licensee will pay a pro-rata share of the Licensor’s inspection costs and will incur its own costs to participate in such periodic safety inspections. The Licensee’s pro-rata share of Licensor’s cost will be equal to the percentage of the total violations caused by Licensee’s Attachments as identified during the inspection.

**B. CORRECTIONS.** In the event any Licensee facilities are in violation of the Specifications and such violation poses an imminent danger to persons or property and is discovered (“Imminent Danger Violation”), Licensee shall correct such violation immediately. Should Licensee fail to correct such Imminent Danger Violation after notice, the Licensor may correct the Imminent Danger Violation and bill Licensee for the Actual Costs incurred. Licensee shall not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any safety violation that is not an Imminent Danger Violation (a “Non-Imminent Danger Violation”) discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. Following the Initial Safety Inspection, if any Attachment of the Licensee is found to be a Non-Imminent Danger Violation of Article 3 herein, and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from Licensor, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Licensor or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such Licensor or Outside Party’s action. Licensee will not be responsible for the costs associated with violations caused by others. In all circumstances, all of the Parties on the Pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Licensor Poles, will be notified of pending, unresolved Poles requiring corrective actions prior to activities on such Poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on such Poles.



1. If any Attachment of the Licensor is found to be in violation of Specifications and Licensor has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensor shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.

2. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, Licensor and any other attachers; and the Licensor will make reasonable effort to cause the Outside Party to make such payment.

3. If there exists a violation of Specifications and it cannot be determined which party on the Pole, including Joint User, caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties who may have caused such violation will share equally in such costs; provided, however, that if a Party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such Party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a Party from sharing in such costs if the Party making the modification could have been a cause of any deficiency that remains.

C. **FAILURE TO CORRECT.** In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and, in any case, in no more than twenty-four (24) hours, except as otherwise agreed to by the Parties. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice or such alternative time period, the Licensor may correct the violation and bill Licensee for the Actual Costs incurred.

#### **ARTICLE 10 – UNAUTHORIZED ATTACHMENTS**

If any Attachment is identified for which the Application requirements (as set forth herein), or notification requirements as provided for in Article 4, have not been satisfied ("Unauthorized Attachment"), Licensor will notify Licensee in writing. The Licensee shall pay to the Licensor a one-time fee of one hundred fifty dollars (\$150.00) per Unauthorized Attachment. Licensee will also submit a completed application to Licensor within five (5) business days and be subject to the provisions in Article 4.

#### **ARTICLE 11 – ATTACHMENT COUNTS**

A. Not more often than once every five (5) years and in conjunction with the established cyclical attachment count, unless otherwise mutually agreed by the parties, inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to Licensor Poles ("Actual Inventory"). Licensor shall provide three (3) months' advance written notice prior to the Initial Inventory and any subsequent Actual Inventory describing the scope of the Inventories so that Licensee may plan and fully participate in and budget for such Inventories.



B. Unless prevented by the provisions of a third party agreement, Actual Inventories and Initial Inventories shall include all Outside Parties attached to Licensor's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of performing the Actual Inventory, based on the number of Attachments each attacher has on Licensor's Poles. For a year for which there is an Actual Inventory, the Rental Fees provided for herein shall be based on the Actual Inventory and the following adjustments shall be made:

1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Pole Attachment Rental Fees shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory, or five years, whichever period is shorter. In addition, the Unauthorized Attachment fee shall apply if an Unauthorized Attachment is identified by the Parties through an Actual Inventory.

2. If the number of Licensed Attachments in the previous annual rental invoice is less than the number of Licensed Attachments found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Licensor or a credit to the Licensee based on the assumption that such Licensee Attachments were removed evenly over the period since the last Actual Inventory, or five years, whichever period is shorter.

3. In the event that Licensee identifies any discrepancies with the results of any Actual Inventory, the Initial Inventory or any Unauthorized Attachments identified by Licensor, Licensee shall be entitled to dispute such discrepancies by providing written notice to Licensor within 30 days of receipt of Inventory results, describing the nature of the discrepancy; and in the case of such dispute, the Parties agree to cooperate in good faith to reconcile any identified discrepancies within 60 days and prior to Licensor issuing any assessments to Licensee for any Unauthorized Attachments identified by Licensor.

## **ARTICLE 12 – ABANDONMENT OF LICENSED POLES**

A. To the extent permitted by law, if the Licensor desires at any time to abandon any Licensed Pole, it shall, except in the event of required Transfers as provided in Article 7, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If, at the expiration of sixty (60) days, the Licensor and all other third party and Joint Users have no Attachments on pole but Licensee has not removed its Attachments, Licensor may sell such Pole to Licensee "as is" and the Licensee shall save harmless the Licensor from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Licensor shall further evidence transfer of title to the Pole by appropriate means.

B. The Licensee may at any time abandon a Licensed Pole by removing any and all Attachments it may have thereon and by giving written notice thereof and thereafter, shall have no further obligation to pay Rental Fees or other fees required under this Agreement for any such abandoned Attachment location.



## **ARTICLE 13 – POLE ATTACHMENT RENTAL FEES**

A. For a year in which there is no Inventory, the number of Licensee's Attachments used in calculating the Rental Fees shall be based on the number of Licensee Attachments for which Licensee was charged in the previous year plus the number of Licensee Attachments approved through the Application process since the last billing minus the number of Licensee Attachments for which notice of removal was provided.

B. The applicable computation of payments and calculations as above provided shall be made on or about December 15th of each year for the next year's Rental Fees, each Party acting in cooperation with the other.

C. Pole Attachment Rental Fees due from Licensee to Licensor shall be as indicated in Exhibit 2. The undisputed Pole Attachment Rental Fee herein provided shall be paid by Licensee within sixty (60) days after Licensee's receipt of the invoice.

D. **SPECIFIC RENTAL RATES.** See Schedule 2.

E. Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates, benefits, terms, conditions or fees offered to any other entity with respect to wireless installations is or will be more favorable to such entity than those imposed on Licensee under this Agreement. If Licensor agrees to a rate, benefit, term, condition or fee that is more favorable than those imposed on Licensee under this Agreement, then Licensee shall be entitled under this Agreement to such rate or fee on and after such rate or fee becomes effective.

## **ARTICLE 14 – DEFAULTS**

A. In the event either Party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the appropriate representatives of the Licensee and Licensor, as identified in Article 20, shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either Party to meet.

B. In the absence of resolution of the matter in accordance with Article 14.A, the aggrieved Party may provide a notice of default to the other Party in writing. Upon receipt of such notice of default, the defaulting Party shall either work diligently and cooperatively with the non-defaulting Party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the defaulting Party. If such default shall continue for a period of sixty (60) days after such notices, either Party may, at its sole discretion and option, terminate this Agreement in its entirety if the default pertains to all Poles; or, if Licensor is the defaulting Party, Licensee may terminate any affected Appendix A sites and/or pursue any remedy now or hereafter available to Licensee under the applicable laws or judicial decisions; or, if Licensee is the defaulting Party, Licensor may deny future Attachments and/or remove the Attachments of Licensee to which the default pertains at Licensee's expense. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the Parties if a cure is not reasonably possible within the time frames specified above.





C. Without limiting the effect of the immediately preceding paragraph, if after reasonable notice, Licensee shall default in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the reasonable and actual cost thereof. Licensor shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 19 herein, shall, at the election of the Licensor, constitute a default under Section B of this Article 14.

#### **ARTICLE 15 – RIGHTS OF OTHER PARTIES**

A. If Licensor, prior to the execution of this Agreement, received or conferred upon others, not parties of this Agreement (“Outside Parties”), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice. All future Attachments of such Outside Parties shall be in accordance with the requirements of the following paragraph, except where such Outside Parties have, by agreements entered into prior to the execution of this Agreement, acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Licensor shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. In the event any Pole or Poles of Licensor to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Licensor, Licensor’s subsidiary or affiliate, or by a Joint User with whom Licensor has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee’s Attachment on such Pole(s), then Licensor shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and Licensor or Joint User will reimburse Licensee for the incremental costs thereof. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, Licensor will provide notice of such space reservation to Licensee, provided that Licensor has such knowledge on or prior to the date of Licensee’s Attachment request.

C. If Licensor desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee and (3) such Attachments will not interfere with Licensee’s Attachments. Licensor shall derive all of the revenue accruing from such Outside Parties.

#### **ARTICLE 16 – ASSIGNMENT OF RIGHTS**

The rights conferred by this Agreement may be transferred by the Licensee to any successor in interest that has or is contemporaneously granted a franchise by the applicable franchise



authority upon thirty (30) days written notice to the Licensor. Except as otherwise provided in this Agreement, including the immediately prior sentence, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Licensed Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Licensor, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right to change of stock ownership, membership unit or interest, partnership interest, or control of Licensee, provide capacity, bandwidth, or grant of use in Licensee's facilities, mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that it is subject to all of the terms and conditions of this Agreement.

#### **ARTICLE 17 – WAIVER OF TERMS OR CONDITIONS**

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

#### **ARTICLE 18 – PAYMENT OF TAXES**

Each Party shall pay all taxes and assessments lawfully levied on its own property upon said Licensed Poles, and the taxes and the assessments which are levied on said Licensed Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on Licensor's Poles solely because of their use by the Licensee shall be paid by the Licensee, except for any such tax, fee, or charge levied by Licensor, excluding any tax, fee, or charge hereunder or any business use tax related to franchise or franchise agreement.

#### **ARTICLE 19 – BILLS AND PAYMENT FOR WORK**

A. Upon the completion of work performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work shall present to the other Party within ninety (90) days after the completion of such work an itemized statement of the costs, and such other Party shall, within sixty (60) days after such statement is presented, pay to the Party doing the work such other Party's proportion of the cost of said work.

B. All amounts to be paid by either Party under this Agreement shall be due and payable within sixty (60) days after receipt of an itemized invoice. Except as provided in Article 19.C below, any payment not made within sixty (60) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a Party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing Party will write off and cancel the interest. Upon agreement of the Parties, a Party may pay by electronic



funds transfer, upon request and delivery of applicable bank routing information to the requesting Party for such purpose.

C. A Party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a Party so disputes only a portion of a bill, then such Party shall promptly pay the undisputed amount. In the event of such dispute, the Parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within sixty (60) days of receipt of substantiation and determination of the correct amount in which case interest will be payable for the period beginning after the end of such sixty (60) day period.

D. Except as to the rental fees, the fees specified in this Agreement shall be subject to an annual adjustment equal to the change in the most recent twelve month's Handy-Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

#### ARTICLE 20 – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the people ("Contact Person(s)") identified below, who from time to time may be changed by written notice.

B. By written notice pursuant hereto, a Party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Application shall be made to the sender rather than to the person designated in Section A or B above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.

E. A second copy of any notice given under Article 14 or Article 22 of Agreement shall be given to the following persons, who may from time to time be changed by written notice:

If to Licensor:  
City of Oxford  
Attn: City Manager  
110 West Clark Street  
Oxford, GA 30054  
770-786-7004



With a copy to:  
Electric Cities of Georgia  
Christine Carling  
1470 Riveredge Parkway NW  
Atlanta, GA 30328  
770-919-6308  
ccarling@ecoga.org

If to Licensee:

Verizon Wireless (VAW) LCC  
D/B/A Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
ATTN: Network Real Estate

With a copy to:

Verizon Wireless (VAW) LCC  
D/B/A Verizon Wireless  
One Verizon Place  
Alpharetta, GA 30004  
ATTN: SE Market General Counsel

F. In the event of the need for a temporary power shut-down, Licensor's authorized field personnel will contact Licensee at 1-800-264-6620 or other telephone number provided by Licensee and follow the instructions prior to working within one (1) foot of Licensee's equipment which emits RF.

G. The Parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

Except as otherwise noted, all notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally with a receipt evidencing delivery, sent by nationally recognized overnight courier, in each case addressed to the appropriate Party at the address for such Party shown above or at such other address as such Party shall have previously designated by written notice delivered to the Party giving such notice. Except as otherwise permitted, any notice given in accordance herewith shall be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by signed receipt of the addressee given to the courier or postal service.

## **ARTICLE 21 – RESOLUTION OF CERTAIN DISPUTES**

A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3 of this Agreement, including which Party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the Parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the Party or Parties responsible. The Parties will make a diligent and good





faith effort to resolve such disputes at the local level by the Parties' respective local engineers and local managers.

B. If the Parties are unable to resolve any such dispute at the local level, then either Party may (and with the other Party's consent after providing a written request from the requesting Party to the other Party) submit the matter for resolution to a "Referee," as defined below, for binding resolution according to the dispute resolution process described hereafter. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other Party's representative who was involved in the attempt to resolve the dispute and the other Party's representative designated pursuant to Article 21.A or Article 21.B before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the Party's Contact Person for the dispute. The other Party will promptly respond with a letter similarly sent and copied that provides such Party's summary of the dispute and designates such Party's Contact Person for the dispute.

C. If the Parties mutually agree to do so, instead of proceeding under Section B above, the Parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each Party's Contact Person for the dispute.

D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each Party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The Parties will cooperate with the Referee.

E. The Referee will promptly issue a binding decision (to the extent permitted by law) in writing to the Parties, from which there will be no appeal. The Party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both Parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The Parties agree to be bound to pay the Referee's fees and expenses as provided herein.

F. The Referee will be appointed as follows:

1. Each Party will appoint an outside engineer or other qualified person and these two (2) appointees will appoint a third outside engineer or other qualified person (the "Referee") to serve as the Referee.

2. In the event that the two (2) appointees are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each Party will strike one such name and the remaining person will serve as the Referee. If the Parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a



Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the Parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

G. Nothing herein shall preclude the Parties from entering into any other mutually agreeable dispute resolution procedure or from changing by mutual written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the Parties may by mutual written agreement remove, replace or appoint a Referee at any time.

H. The Parties agree, that if any dispute arising under this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a responsible senior officer with settlement authority of Licensor and a responsible senior officer with settlement authority of Licensee; and, if not resolved by them, between such persons' superiors, if any. If either Licensor or Licensee reorganizes or changes titles, the equivalent person for such Party shall perform the above functions. Notwithstanding the foregoing, neither Party shall be precluded from seeking any other available legal remedy at any time.

## **ARTICLE 22 – TERM OF AGREEMENT**

A. This Agreement shall continue in full force and effect for ten (10) years from the Effective Date (Initial Term), and shall automatically renew thereafter for five year terms thereafter (Renewal Term) unless terminated in accordance herewith. Either Party may terminate the Agreement by giving to the other Party one (1) years' notice in writing of intention to terminate the Agreement one (1) year prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the Parties for a subsequent agreement.

B. Upon final termination of this Agreement in accordance with any of its terms, Licensee shall, within one-hundred fifty (150) days, remove all its Attachments from all Poles. If not so removed, Licensor shall provide written notice to Licensee of such non-compliance and Licensee shall have an additional thirty (30) days to remove such Attachments from all Poles. If Licensee still fails to remove its Attachments upon expiration of such thirty-day period, then Licensor shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Licensor for any and all costs incurred by Licensor in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Licensor within sixty (60) days of invoicing following Licensor's removal of said Attachments, then Licensor may pursue one or more of the remedies contained in Article 14, including making demand on the Security Instrument described in Article 25.

C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.



D. During the term of this Agreement or upon termination of this Agreement, each Party shall have reasonable access to those portions of the other Party's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

#### **ARTICLE 23 – EXISTING CONTRACTS**

All existing joint use or pole attachment license agreements between the Parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement except with respect to amounts owed, late payment penalties and interest and remedies available for collection of such amounts by either party under any such existing agreements.

Nothing in the foregoing shall preclude the Parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

#### **ARTICLE 24 – LICENSOR SYSTEM FINANCING OR SALE OF SYSTEM**

This Agreement and any amendment thereof shall be effective subject to the condition that, during any period in which the Licensor has outstanding debt or other financing obligations respecting its Poles or its electric distribution system, this Agreement shall be subject to the terms and conditions related to such financing. Licensor, without the consent of the Licensee, may enter into or issue debt or other financing obligations from time to time related to its Poles or its electric distribution system with terms and conditions, including covenants that affect Licensee's rights hereunder, that are reasonably required by the counterparties to such transactions or the purchasers of such debt or other financing obligations. Subject to Article 15, Licensor, without the consent of the Licensee, may at any time sell or otherwise transfer ownership of all or any part of its Pole or electric distribution system, and in conjunction therewith, may terminate this Agreement or assign it to the purchaser or transferee in whole or in part after providing Licensee sixty (60) days' notice prior to such sale or transfer.

#### **ARTICLE 25 – LIABILITY AND INDEMNIFICATION**

A. Except as set forth below, Licensee assumes sole responsibility for all injuries and damages caused, or claimed to have been caused, by Licensee, its employees, agents, representatives or contractors. Notwithstanding the foregoing, Licensee shall have no liability to the Licensor for injuries and damages (a) caused by, through or as a result of the negligence of the Licensor; (b) caused by, through or as a result of the wanton misconduct of the Licensor; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.

B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Licensor, its governing body, officers, employees, agents, representatives and contractors from all claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") caused or claimed to have been caused by, Licensee, its employees,



agents, representatives or contractors, including with respect to (a) damage to or loss of property (including but not limited to property of the Licensor or Licensee); (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the consumer devices (including, for example but without limitation, televisions, radios, computers and similar equipment) which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities, provided such devices are operating in accordance with law, including, if applicable, on the appropriate FCC-licensed frequencies; (d) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Licensor under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Licensor resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Licensor for injuries and damages (a) caused by, through or as a result of the negligence of the Licensor; (b) caused by, through or as a result of the wanton misconduct of the Licensor; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, or facilities are attached to the same Poles as Licensee's cables, wires, or facilities. In any matter in which Licensee shall be required to indemnify the Licensor hereunder, Licensee shall control the defense of such matter in all respects, and the Licensor may participate, at its sole cost, in such defense. The Licensor shall not settle or compromise any matter in which Licensee is required to indemnify the Licensor without the prior consent of Licensee.

C. To the extent permitted by law, the Licensor agrees to assume liability and be responsible for the payment of any sum or sums of money to any persons whomsoever on account of any Claims arising or claimed to have arisen by, through or as a result of the Licensor's negligent acts or omissions or the Licensor's intentional or wanton misconduct. Licensor shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. Nothing contained herein shall constitute a waiver of the defense of sovereign immunity in favor of the Licensor.

D. Insurance. In the event Licensee's franchise agreement requires Licensee to insure the franchise authority, the Insurance requirements set forth in Article 25.E herein shall not apply to Licensee.

E. In the event Licensee is not required to insure the franchise authority, pursuant to the franchise agreement, Licensee, and any contractors of Licensee, shall contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles insurance that meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in which event Licensor shall have the right to pursue any and all of remedies set forth in this Agreement.





1. Worker's Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability, with minimum limits of \$1,000,000 each accident/disease/policy limit, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by Licensor, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the Worker's Compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.

2. Commercial general liability insurance covering all insurable operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, in an amount of \$2,000,000 per occurrence for bodily injury and for property damage .

3. Commercial Automobile liability insurance covering all owned, non-owned, or hired vehicles used in connection with this Agreement, in an amount of \$2,000,000 combined single limit for each accident or occurrence for bodily injury or property damage.

4. The policies required hereunder shall be in such form and issued by such carrier as shall be reasonably acceptable to Licensor.

(a) Licensor, its governing body, officers, employees, and agents shall be shown as additional insured on each policy only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and

(b) To the extent permitted by applicable laws, Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Licensor, its governing body, officers, employees, and agents for loss under the policies of insurance described herein; and

(c) Each policy shall state that Licensor will be given notice at least thirty (30) days before any such insurance shall lapse; and

(d) Licensee shall furnish Licensor certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide Licensor with copies of any renewal certificates promptly after they become available.

(e) Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Georgia, Licensee may provide self-insurance to meet the requirements of this Article 25.E, upon terms and conditions satisfactory to Licensor.

F. SECURITY INSTRUMENT. Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond or other security instrument ("Security Instrument") satisfactory in form and content to Licensor in substitution therefore, to guarantee the payment of any sums which may become due to Licensor or an Licensor Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the



benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Licensor or an Licensor agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to ten thousand US dollars (\$10,000), or twenty-five dollars (\$25) per Attachment, whichever is larger. The amount of the Security Instrument may, in Licensor's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Licensor's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed twenty-five dollars (\$25) per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event Licensor shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

G. Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument shall be adjusted annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

## **ARTICLE 26 - COMPLIANCE WITH LAWS; CHANGE OF LAW**

- A. Applicable Law. Both Parties shall comply with all applicable laws and regulations.
- B. Change of Law. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of small cells on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement ("New Law"), then either Party may, upon thirty (30) days written Notice, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new small cell installations, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the Parties are unable to agree upon new terms within 90 days after Notice, then the rates contained in the New Law shall apply from the 90<sup>th</sup> day forward until the negotiations are completed, or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

## **ARTICLE 27 – CONSTRUCTION**

This Agreement was drafted by all Parties hereto and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.



## **ARTICLE 28 – REMEDIES CUMULATIVE**

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

## **ARTICLE 29 – MISCELLANEOUS**

A. Counterparts. This Agreement may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

B. Entire Agreement; Prior Agreements; Integration. This Agreement and its Exhibits set forth the entire understanding and agreement of the parties as to the subject matter herein, which is the attachment of small cell wireless antenna and related equipment to poles. No other prior verbal or written agreements or understandings by and between the parties related to the subject matter contained herein shall be effective and are hereby abrogated by, superseded by, or integrated into this Agreement. In the event of a conflict of any term and condition or provision among this Agreement, its Exhibits, and the Attachment permits, the following shall control in order of precedence: This Agreement; Exhibits to this Agreement; any Ordinances currently in effect; and Attachment Permits.

C. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

D. Force Majeure. As used in this Agreement “Force Majeure Event” means any act or event whether foreseen or unforeseen, that meets all of the following tests:

1. The act or event prevents a party (the “Nonperforming Party”), in whole or in part, from performing its obligations under this Agreement or satisfying any conditions to the other party’s obligations under this Agreement.
2. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.
3. The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

E. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.



F. In the event of a Force Majeure Event affecting Licensor's Poles, the Parties' obligations hereunder are suspended for a period of time reasonably appropriate to the Force Majeure Event to the extent performance hereunder adversely affected.

G. Modifications; Amendments. No amendment or modification of this Agreement shall be binding unless executed in writing by the Parties hereto.

H. Governing Law. Except to the extent that federal law, regulations, and/or agency orders control any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of the State in which the subject poles are located.

I. Hazardous Materials. Licensor agrees to comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste, and, warrants that it administers and enforces policies, practices and procedures sufficient to achieve such compliance with respect to its facilities.





IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

LICENSOR  
City of Oxford

By: \_\_\_\_\_  
Name:  
Its:

Attest:

By: \_\_\_\_\_  
Its:

[SEAL]

LICENSEE  
Verizon Wireless (VAW) LCC D/B/A Verizon  
Wireless

By: \_\_\_\_\_  
Name:  
Its:

Attest:

By: \_\_\_\_\_  
Its:

[SEAL]



**Exhibit 1 – Application to Attach**

Licensee hereby requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to Pole as shown on the attached construction plans and drawings. The attached plans and drawings show the Pole Licensee desires to attach to, the number and character of Attachments existing and proposed, any Rearrangements requested with respect to existing Attachments, any relocations or replacements of existing Pole requested, the heights of all points of attachment, all mid-span clearances, any new Pole placement requested, pole loading analysis report, and completed Radio Frequency Emission Certificate. Should additional information be required by the Electric Provider for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. The table below provides detailed information regarding this request.

<b>LICENSEE NAME:</b>			
Project		Proposed Attachments	
Request #		New	Modified
Request		Power Space	in.
Name		Communications Space	in.
Phone		Common Space	in.
E-Mail			
Estimated Construction Dates			
Start		Finish	
Signature			
<b>Include Attachments above the top of the Pole and in the Communications Worker's Safety Zone</b>			

Please advise Licensee as to whether or not these Wireless Facilities Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Electric Provider supplied Make Ready Estimate, the Licensee shall provide notice to Electric Provider of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by Electric Provider of Licensee's notice of estimate approval of Make Ready Costs, the Electric Provider will proceed with Make Ready Work.

<b>ELECTRIC PROVIDER</b>			
Response Date		Make Ready Construction Required?	Yes
Name			No
Phone		Make Ready Construction Estimate	\$
Email			
Signature		Permit #	
Request	Approved	Reason for Denial:	
	Denied		



Capitalized terms used in this request, but not defined, have the meaning set forth in the applicable Addendum to Pole Attachment License Agreement for Attachment of Wireless Facilities or Pole Attachment License Agreement.



**Exhibit 2 –Fee Schedule**

**Wireless Facilities Attachments**

The Adjustment Payments for Wireless Facilities shall be calculated on a “per foot” basis. For purposes of calculating such Adjustment Payments for Wireless Facilities, every twelve inches (12”) of vertical space, or any part thereof, of each Wireless Facility component which is attached to the Pole, exclusive of riser and/or conduit, regardless of placement location, shall constitute one (1) attachment. For example, if Licensee’s Wireless Facility takes up thirty inches (30”) of vertical space on the Pole, such Wireless Facility will be considered as three (3) attachments for purposes of determining the Adjustment Payment for such Wireless Facility.

Term	Rental Fee	Invoice Date
Jan. 1, 2019 – Dec. 31, 2019	\$16.50	Dec. 1, 2019
Jan. 1, 2020 – Dec. 31, 2020	\$16.50	Dec. 1, 2019

For years beginning 2021, the annual Rental Fee per Attachment shall be adjusted by applying the annual change for account 364 for the South Atlantic Region from the latest version of the Handy Whitman Index.

Inspection Fees: [placeholder]





**Exhibit 3 - Radio Frequency Emissions Certification**

The Effective Isotropic Radiated Power (“EIRP”) of the Wireless Facilities shall comply with Part 15 of the FCC Rules and levels of radio frequency exposure from the Wireless Facilities will comply with Sections 1.1307(b) and 1.1310 of the FCC’s Rules, as clarified by the FCC’s *OET Bulletin 65*, latest revisions.

Will the Wireless Facilities that are the subject of the accompanying Application to Attach, dated \_\_\_\_\_, as installed, comply fully with the radio frequency exposure limitations at all distances for General Population/Uncontrolled Environments as specified by the Federal Communications Commission at 47 C.F.R. § 1.1310 (or its successor regulation), the FCC’s *OET Bulletin 65*, latest revision, and any applicable state radio frequency exposure standards?

\_\_\_ Yes

\_\_\_ No

Certification:

I certify that: (i) I am a qualified/certified RF Engineer with experience regarding radio frequency emissions; (ii) I have performed the analysis specified in 47 C.F.R. § 1.1310 of the FCC’s rules and *OET Bulletin 65* for each and every one of the Wireless Facilities Attachments covered in the Request for Permission to Attach Wireless Facilities, dated \_\_\_\_\_, and (iii) the answer given above is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
License Number



**Exhibit 4 – Approved Contractors**

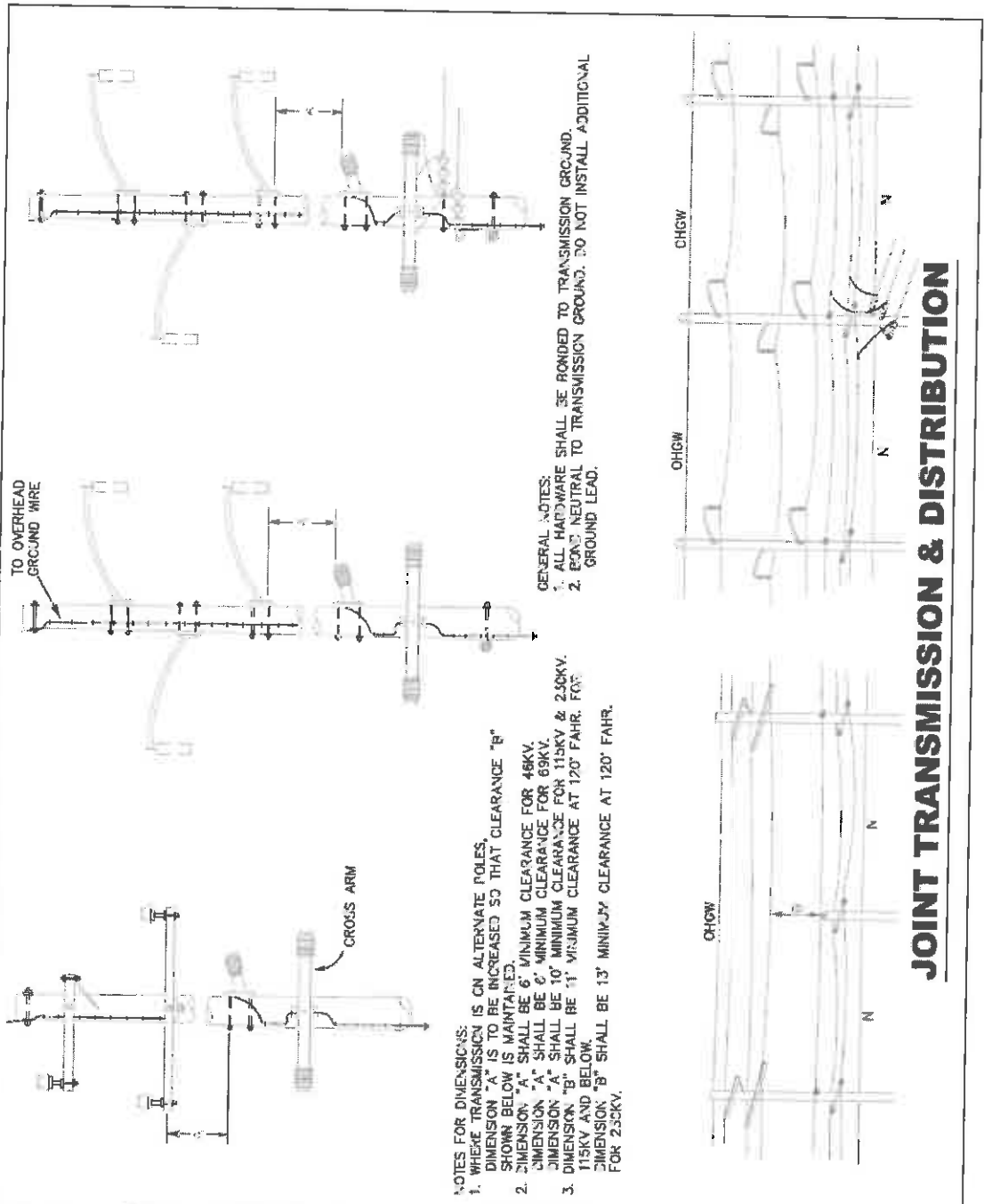


**Exhibit 5 – ECG Specifications**

[ATTACH SECTION 5 “JOINT USE AND CLEARANCES” OF THE  
ELECTRIC CITIES OF GEORGIA INC. CONSTRUCTION ASSEMBLY SPECIFICATIONS]

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NOTES FOR DIMENSIONS:  
 1. WHERE TRANSMISSION IS ON ALTERNATE POLES, DIMENSION "A" IS TO BE INCREASED SO THAT CLEARANCE "B" SHOWN BELOW IS MAINTAINED.  
 2. DIMENSION "A" SHALL BE 6' MINIMUM CLEARANCE FOR 48KV.  
 DIMENSION "A" SHALL BE 6' MINIMUM CLEARANCE FOR 69KV.  
 DIMENSION "A" SHALL BE 10' MINIMUM CLEARANCE FOR 115KV & 230KV.  
 DIMENSION "B" SHALL BE 11' MINIMUM CLEARANCE AT 120' FAHR. FOR 115KV AND BELOW.  
 DIMENSION "B" SHALL BE 13' MINIMUM CLEARANCE AT 120' FAHR. FOR 230KV.

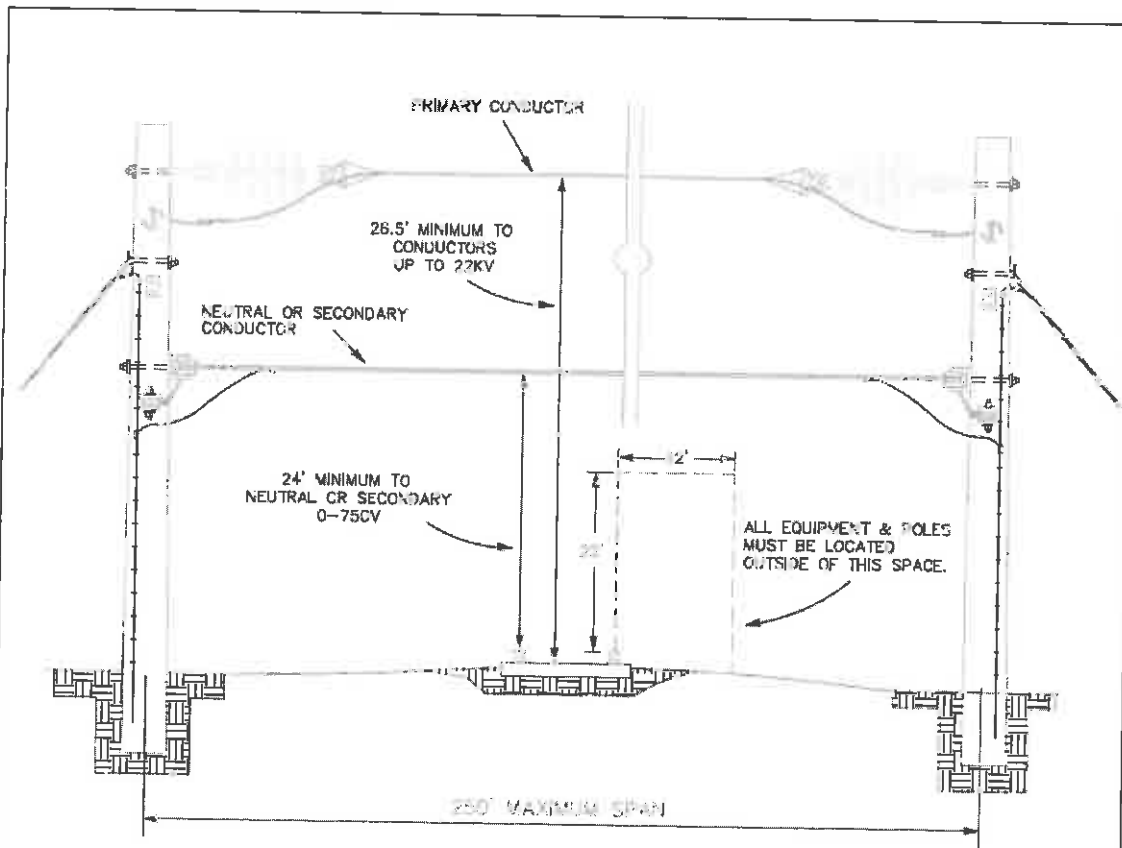
GENERAL NOTES:  
 1. ALL HARDWARE SHALL BE BONDED TO TRANSMISSION GROUND.  
 2. BOND NEUTRAL TO TRANSMISSION GROUND. DO NOT INSTALL ADDITIONAL GROUND LEAD.

**JOINT TRANSMISSION & DISTRIBUTION**

 DATE: OCTOBER, 1992	REVISIONS <u>JULY, 2001</u> <u>JANUARY, 2007</u>	<p><b>JU&amp;C1</b></p>
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1. IF SPAN LENGTH EXCEEDS 250 FEET, CONDUCTOR CLEARANCE IS TO BE INCREASED 0.3 FEET FOR EACH 10 FEET SPAN LENGTH IN EXCESS OF THE 250 FEET.
2. CROSSINGS SHOULD BE MADE ON A COMMON SUPPORT STRUCTURE WHERE PRACTICAL COOPERATION BETWEEN THE PARTIES CONCERNED SHALL PREVAIL PROPER CLEARANCES.
3. EXCEPTIONS TO 12' HORIZONTAL SIDE CLEARANCE:
  - (a) A CLEARANCE OF NOT LESS THAN 8 FEET MAY BE ALLOWED WHERE NECESSARY IF THE SUPPORTING STRUCTURE IS NOT THE CONTROLLING OBSTRUCTION, PROVIDED SUFFICIENT SPACE FOR A DRIVEWAY IS LEFT WHERE CARS ARE LOADED.
  - (b) WHERE NECESSARY TO PROVIDE SAFE OPERATING CONDITIONS WHICH REQUIRE AN UNINTERRUPTED VIEW OF SIGNALS, SIGNS, ETC. ALONG TRACKS THE PARTIES CONCERNED SHALL COOPERATE IN LOCATING STRUCTURES TO PROVIDE THE NECESSARY CLEARANCE.
  - (c) AT INDUSTRIAL SITES, A CLEARANCE OF NOT LESS THAN 8 FEET SHALL BE PERMITTED, PROVIDED SUFFICIENT SPACE IS LEFT WHERE CARS CAN BE LOADED OR UNLOADED.

## **RAILROAD CROSSING CONSTRUCTION CLEARANCES**



DATE: OCTOBER, 1992

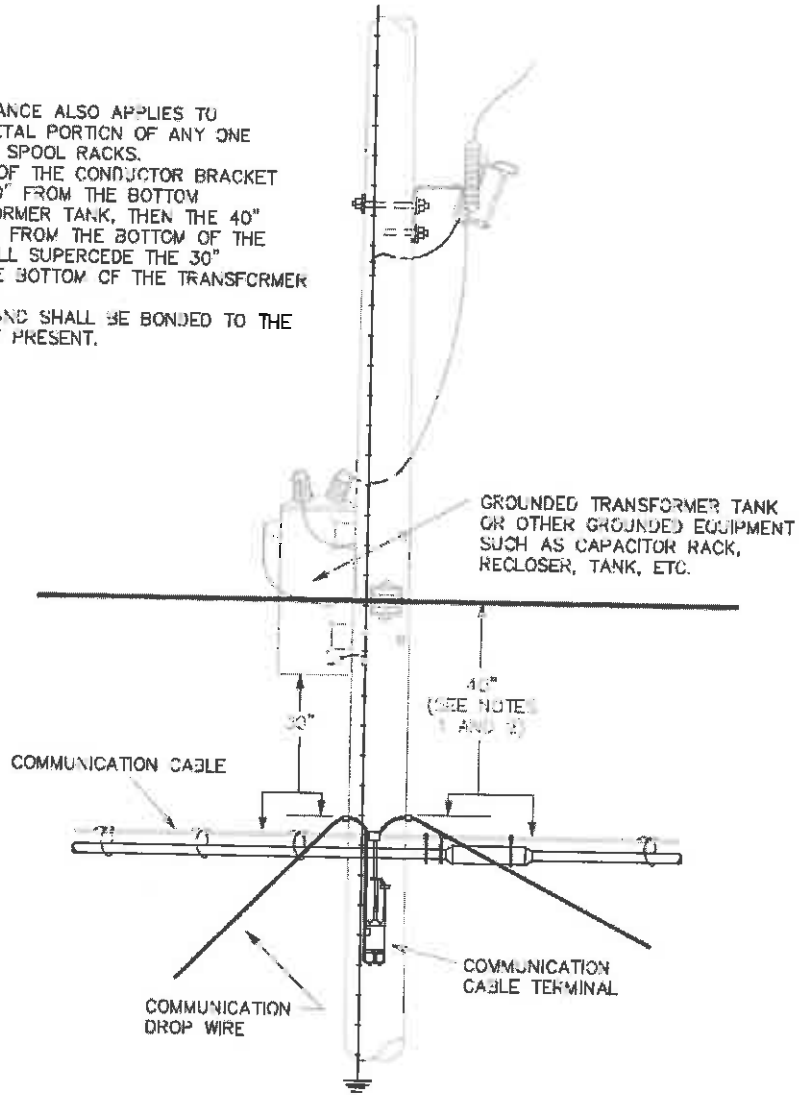
REVISIONS JULY, 2001  
JANUARY, 2007

**JU&C2**



NOTES:

1. THIS 10" CLEARANCE ALSO APPLIES TO THE CLOSEST METAL PORTION OF ANY ONE SPOOL OR FOUR SPOOL RACKS.
2. IF THE BOTTOM OF THE CONDUCTOR BRACKET IS LESS THAN 10" FROM THE BOTTOM OF THE TRANSFORMER TANK, THEN THE 40" REQUIRED SPACE FROM THE BOTTOM OF THE CONDUCTOR SHALL SUPERCEDE THE 30" SPACE FROM THE BOTTOM OF THE TRANSFORMER TANK.
3. MESSENGER STRAND SHALL BE BONDED TO THE POLE GROUND, IF PRESENT.



**TRANSFORMER POLE**

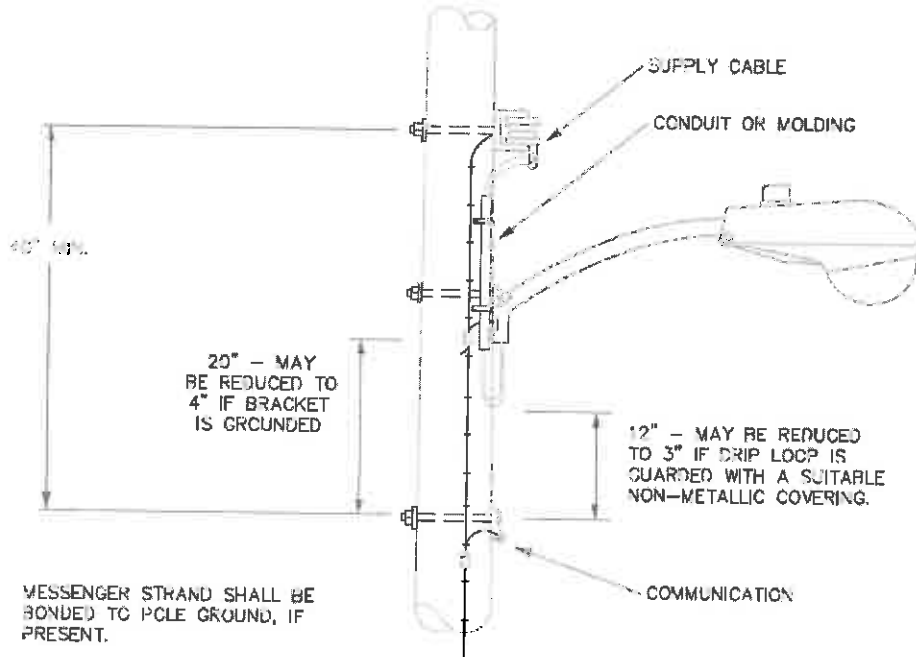


DATE: OCTOBER, 1992

REVISIONS JULY, 2001

**JU&C3**





NOTES:

- 1.) LIGHT FIXTURE SHOWN IS SYMBOLIC ONLY. CLEARANCES SHOWN ARE APPLICABLE TO ANY TYPE FIXTURE USED.
- 2.) LOWEST PART OF LUMINAIRE SHALL BE NOT LESS THAN 15' OVER ROADS, STREETS, PARKING LOTS, OR ALLEYS.

**C.A.T.V., TELEPHONE, OTHER SEPARATION FROM LUMINAIRES**

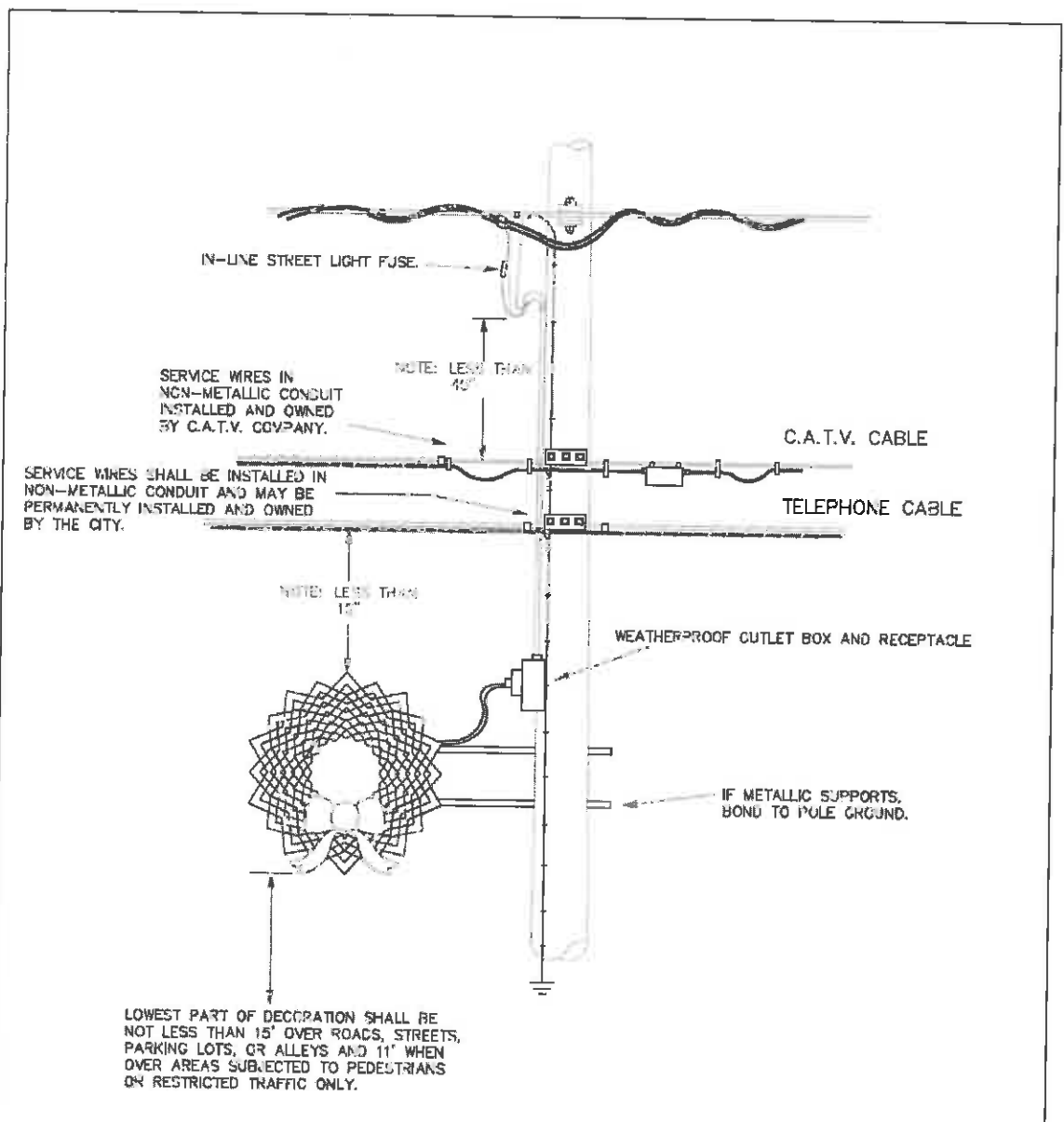


DATE: OCTOBER, 1992


REVISIONS JULY, 2002

**JU&C4**



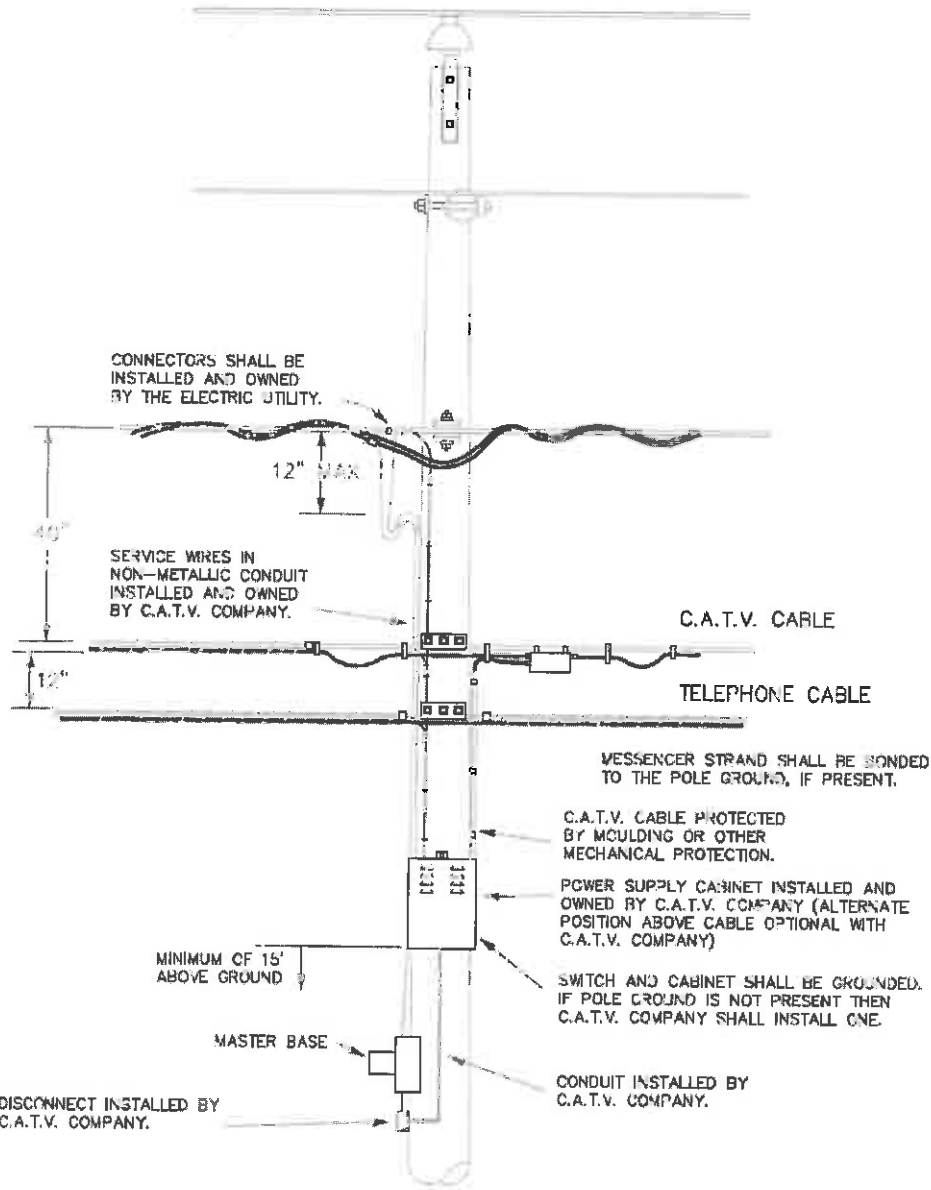


## DECORATIVE ATTACHMENT INSTALLATION


	REVISIONS <u>JULY, 2001</u>	<h1 style="margin: 0;">JU&amp;C5</h1>
DATE: <u>OCTOBER, 1992</u>		







**COMMUNICATION/SIGNAL TYPE ATTACHMENT  
C.A.T.V. POWER SUPPLY INSTALLATION**

 <p>DATE: OCTOBER, 1992</p>	<p>REVISIONS JULY, 2001</p> <hr/> <hr/>	<p align="center"><b>JU&amp;C6</b></p>
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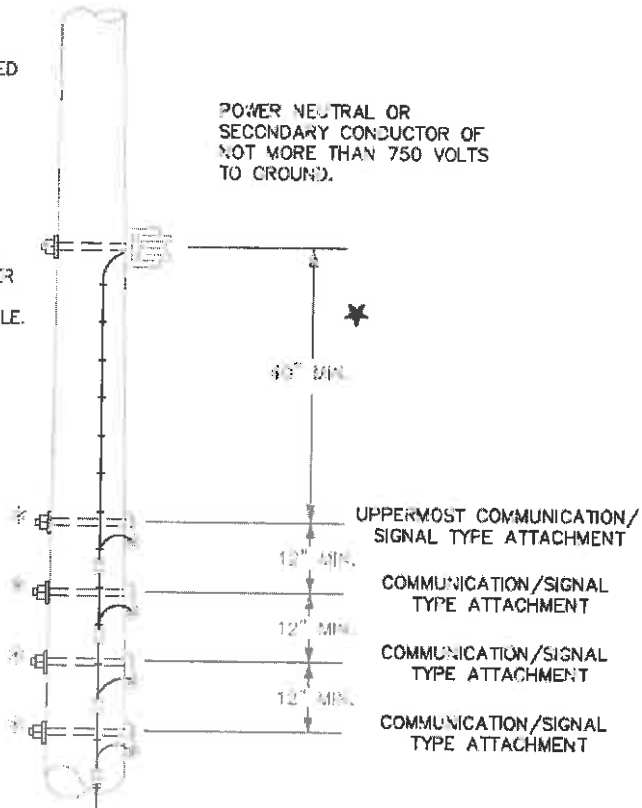


**\*COMMUNICATION/SIGNAL TYPE ATTACHMENT**

- TELEPHONE CABLE
- C.A.T.V. CABLE
- ALARM CABLE (FIRE, POLICE, WATER TOWER LEVEL, ETC.)
- TRAFFIC SIGNAL CONTROL CABLE
- TELEGRAPH CABLE
- PUBLIC OR PRIVATE COMMUNICATION CABLE

**NOTES:**

- 1.) WHEN C.A.T.V. AND TELEPHONE ARE ATTACHED TO POLE, C.A.T.V.'S PREFERRED POSITION IS ABOVE TELEPHONE (12" MIN.). IF OTHER COMMUNICATION/SIGNAL TYPE CABLES ARE ATTACHED TO POLE WITH C.A.T.V. AND/OR TELEPHONE, THEIR POSITION SHALL BE MUTUALLY AGREED UPON.
- 2.) 12" MIN. SPACING SHOULD BE MAINTAINED BETWEEN CABLES. C.A.T.V. AND TELEPHONE DROPS CAN BE LESS THAN 12" FROM OTHER CABLES. DROPS SHALL BE 40" BELOW POWER NEUTRAL OR SECONDARY AT POLE.
- 3.) ALL CABLES SHALL BE ON SAME SIDE OF POLE.
- 4.) MESSENGER STRAND SHALL BE BONDED TO POLE GROUND, IF PRESENT.



\* FOR SUPPLY NEUTRAL ONLY, THIS MAY BE REDUCED TO 30".

**MULTIPLE COMMUNICATION/SIGNAL TYPE ATTACHMENT**



REVISIONS JULY, 2001

DATE: OCTOBER, 1992

**JU&C7**



FOOTNOTES TABLE 1:

1. Where the height of a building or other installation does not permit service drops to meet these values, the clearances over residential driveways only may be reduced to the following:

	<u>FEET:</u>
a. Service drops limited to 300 V to ground	12.5
b. Service drip loops limited to 300 V to ground	10.5
c. Service limited to 150 V to ground	12.0
d. Drip loops only of service limited to 150 V to ground	10.0
  
2. Where the height of a building or other installation does not permit service drops to meet these values, the clearances may be reduced to the following:

	<u>FEET:</u>
a. Service drops, including drip loops, limited to 300 V to ground	10.5
b. Service drops, including drip loops, limited to 150 V to ground	10.0
  
3. Spaces and ways subject to pedestrians or restricted traffic only are those areas where equestrians, vehicles, or other mobile units, exceeding 8ft. in height, are prohibited by regulation or permanent terrain configurations or are otherwise not normally encountered or reasonably anticipated.
  
4. Where a supply or communication line along a road is located relative to fences, ditches, embankments, etc., so that the ground under the line would not be expected to be traveled except by pedestrians, the clearance may be reduced to the following values:

	<u>FEET:</u>
a. Insulated communications cables, neutrals, guys, and multiplex supply cables limited to 150 V to ground	9.5
b. Multiplex supply cables limited to 300 V to ground	12.5
  
5. This clearance may be reduced to 13 ft. for communication conductors and guys.
  
6. Where this construction crosses over or runs along alleys, driveways, or parking lots, this clearance may be reduced to 15 ft.
  
7. For controlled impoundments, the surface area and corresponding clearances shall be based upon the design high water level. For other waters, the service area shall be that enclosed by its annual high water mark, and clearances shall be based on the normal flood level. The clearance over rivers, streams, and canals shall be based upon the largest surface area of any 1/4 mil. long segment, which includes the crossing. The clearance over a canal, river, or stream normally used to provide access for sailboats to a larger body of water shall be the same as that required for the larger body of water.
  
9. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height. Areas not subject to truck traffic are areas where truck traffic is not normally encountered or not reasonably anticipated.
  
10. Communication cables and conductors may have a clearance of 15 ft. where poles are back of curbs or other deterrents to vehicular traffic.

Note: Footnote 8 and 11 were intentionally omitted



FOOTNOTES TABLE 1: (cont'd)

12. Where the U.S. Army Corps of Engineers, or the state or the surrogate thereof has issued a crossing permit, clearance of that permit shall govern.
13. For controlled impoundments, the surface area and corresponding clearance shall be based upon the design high water level. For other waters, the surface area shall be that enclosed by its annual high water mark, and clearances shall be based upon the largest surface area of any one mile long segment that includes the crossing. The clearance of a canal, river or stream normally used to provide access for sailboats to a larger body of water shall be the same as required for the larger body of water.
14. Where an over water obstruction restricts vessel height to less than the following:

Surface Area (Acres)	Reference Vessel Height (Feet)
less than 20	16
20 to 200	24
200 to 2000	30
over 2000	36

The required clearances may be reduced by the difference between the reference vessel height given above and the over water obstruction height, except that the reduced clearance shall not be less than that required for the surface area on the line crossing side of the obstruction.

The vertical clearance shall be maintained with the conductor at final sag and at the following condition whichever results in the greater vertical sag:

1. 32° F, no wind, with radial thickness of ice of 1/4 inch for medium loading and no ice for light loading.
- Or
2. The maximum conductor for which the line is designed to operate, if greater than 120° F.(120° F for all neutrals)

Note:

All clearances shown are design clearances under specified conditions, not measured clearances under ambient conditions.






<b>VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDING CIRCUITS</b>				
NATURE OF SURFACE UNDERNEATH WIRES, CONDUCTORS, OR CABLES	INSULATED COMMUNICATION CONDUCTORS AND CABLES; MESSENGERS; GROUNDED GUYS; SYSTEM NEUTRAL	DIPLEX, TRIPLEX, & QUADRAPLEX CABLE WITH GROUNDED GUYS; GROUNDED NEUTRAL 0 - 750 VOLTS	OPEN WIRE SECONDARY CONDUCTORS 0 - 750 VOLTS	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22KV
	(IN FEET)	(IN FEET)	(IN FEET)	(IN FEET)
<b>WHERE WIRES, CONDUCTORS, OR CABLE CROSS OVER OR OVERHANG</b>				
1. TRACK RAILS OF RAILROADS	23.5	24	24.5	26.5
2. ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 9.)	15.5	16	16.5	18.5
3. DRIVEWAYS, PARKING LOTS, AND ALLEYS	15.5 (SEE NOTES 1 AND 6)	16 (SEE NOTES 1 AND 6)	16.5 (SEE NOTE 1)	18.5
4. OTHER LAND TRAVERSED BY VEHICLES SUCH AS CULTIVATED, GRAZING, FOREST, ORCHARD, ETC.	15.5	16	16.5	18.5
5. SPACES OR WAYS SUBJECT TO PEDESTRIAN OR RESTRICTED TRAFFIC ONLY. (SEE NOTE 3.)	9.5	12 (SEE NOTE 2)	12.5 (SEE NOTE 1)	14.5
6. WATER AREAS NOT SUITABLE FOR SAILBOATS OR WHERE SAILBOATS ARE PROHIBITED. (SEE NOTE 12.)	14	14.5	15	17
7. A) WATER AREAS (NOT REGULATED BY CORPS OF ENGR.) SUITABLE FOR SAILBOATS, INCLUDING LAKES, PONDS, RESERVOIRS, TIDAL WATERS, RIVERS, STREAMS, AND CANALS WITH AN UNOBSTRUCTED SURFACE AREA OF: A. LESS THAN 20 ACRES B. 20 TO 200 ACRES C. 200 TO 2,000 ACRES D. OVER 2000 ACRES (SEE NOTES 12, 13, & 14.)	17.5 26.5 31.5 37.5	18 26 32 38	18.5 26.5 32.5 38.5	20.5 28.5 34.5 40.5
7. B) WATER AREAS REGULATED BY CORPS OF ENGINEERS (SEE NOTE 7)	52	55	55	55
8. PUBLIC OR PRIVATE LAND AND WATER AREAS POSTED FOR RIGGING OR LAUNCHING SAILBOATS.	CLEARANCE ABOVE GROUND SHALL BE 5 FEET GREATER THAN IN 7, ABOVE, FOR THE TYPE OF WATER AREAS SERVED BY THE LAUNCHING SITE.			
<b>WHERE WIRES, CONDUCTOR, OR CABLES RUN ALONG AND WITHIN THE LIMITS OF HIGHWAY OR OTHER ROAD RIGHT-OF-WAY BUT DO NOT OVERHANG THE ROADWAY</b>				
9. ROADS, STREET, OR ALLEYS	15.5 (SEE NOTES 6 AND 10)	15.5 (SEE NOTES 6)	16.5	18.5
10. ROADS IN RURAL DISTRICTS WHERE IT IS UNLIKELY THAT VEHICLES WILL BE CROSSING UNDER THE LINE.	13.5 (SEE NOTES 4 AND 5)	14.0 (SEE NOTES 4)	14.5 (SEE NOTES 4)	16.5

\*ALWAYS REFER TO THE LATEST NESC  
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

## **VERTICAL CLEARANCES OF WIRES, CONDUCTORS, AND CABLES ABOVE GROUND, ROADWAYS, RAILS, OR WATER**

 <small>Electricians of Georgia</small>	REVISIONS <u>JULY, 2002</u>	<b>TABLE 1</b>
	DATE: <u>OCTOBER, 1992</u>	

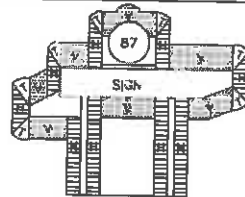
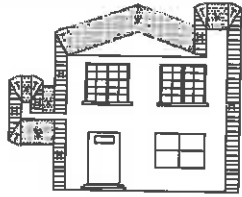


FOOTNOTES TABLE 2:

1. Where a building, sign, chimney, antenna, tank, or other installation does not require maintenance such as painting, washing, changing of sign letters, or other operations which would require persons to work or pass between supply conductors or unguarded rigid live parts and structures, the clearance may be reduced by 2 ft.
3. A roof, balcony, or area is considered readily accessible to pedestrians if the means of access is through a doorway, ramp, window, stairway, or permanently mounted ladder. A permanently mounted ladder is not considered a means of access if its bottom rung is 8 ft. or more from the ground or other permanently installed accessible surface.
4. The required clearances shall be to the closest approach of motorized signs or moving portions of installations.
5. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height.
6. This clearance may be reduced to 3 in. for the grounded portions of the guys.
7. Windows not designed to open may have the clearance permitted for the walls and projections.
8. The horizontal clearance shall not be less than 3.5' plus the displacement of the conductor by a 6 lb/ft<sup>2</sup> wind at 60° F, final sag.
9. The horizontal clearance shall not be less than 4.5' plus the displacement of the conductor by a 6 lb/ft<sup>2</sup> wind at 60° F, final sag.
10. Where available space will not permit this value, the clearance may be reduced to 7.0 ft. for conductors limited to 8.7 KV to ground.

Note: Footnote 2 was intentionally omitted.





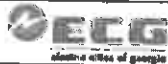
H - HORIZONTAL CLEARANCE  
 T - TRANSITIONAL = VERTICAL (ARC)  
 V - VERTICAL CLEARANCE

**VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS**

CLEARANCE FROM:	INSULATED COMMUNICATION CABLES; MESSENGERS; GROUNDED GUYS; NEUTRAL CONDUCTORS (IN FEET)	MULTIPLEX SUPPLY CABLE 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS 0 - 750 VOLTS (IN FEET)	UNGUARDED RIGID LIVE PARTS OVER 750 VOLTS TO 22 KILOVOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22 KILOVOLT (IN FEET)
<b>1. BUILDINGS</b>					
<b>A. HORIZONTAL</b>					
(1) TO WALLS, PROJECTIONS, AND GUARDED WINDOWS.	4.5 (SEE NOTE 6)	5.0 (SEE NOTE 7)	5.5 (SEE NOTE 1 & 8)	7.0 (SEE NOTE 1)	7.5 (SEE NOTE 9 & 10)
(2) TO UNGUARDED WINDOWS. (SEE NOTE 7)	4.5	5.0	5.5 (SEE NOTE 1 & 8)	7.0	7.5 (SEE NOTE 9 & 10)
(3) TO BALCONIES AND AREA ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	4.5	5.0	5.5 (SEE NOTE 8)	7.0	7.5 (SEE NOTE 9 & 10)
<b>B. VERTICAL</b>					
(1) OVER OR UNDER ROOF OR PROJECTIONS NOT READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	3.0	3.5	10.5	12.0	12.5
(2) OVER OR UNDER BALCONIES AND ROOFS READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	10.5	11.0	11.5	13.0	13.5
(3) OVER ROOFS ACCESSIBLE TO VEHICLES, BUT NOT SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 5)	10.5	11.0	11.5	13.0	13.5
(4) OVER ROOFS ACCESSIBLE TO TRUCK TRAFFIC. (SEE NOTE 5)	15.5	16.0	16.5	18.0	18.5
<b>2. SIGNS, CHIMNEYS, BILLBOARDS, RADIO AND TELEVISION ANTENNAS, TANKS, AND OTHER INSTALLATIONS NOT CLASSIFIED AS BUILDINGS OR BRIDGES.</b>	4.5	5.0	5.5	7.0	7.5
<b>A. HORIZONTAL: (SEE NOTE 4)</b>					
(1) READILY ACCESSIBLE					
(2) NOT READILY ACCESSIBLE	3.0	3.5	5.5 (SEE NOTES 1 & 8)	7.0	7.5 (SEE NOTE 9 & 10)
<b>B. VERTICAL</b>					
(1) OVER OR UNDER CATWALKS AND OTHER SURFACES UPON WHICH PERSONNEL WALK.	10.5	11.0	11.5	13.0	13.5
(2) OVER OR UNDER OTHER PORTIONS OF SUCH INSTALLATIONS.	3.0	3.5	6.0 (SEE NOTE 1)	7.5	8.0

\*ALWAYS REFER TO THE LATEST NESC  
 (REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

**CLEARANCES OF WIRES, CABLES, AND UNGUARDED RIGID LIVE PARTS ADJACENT BUT NOT ATTACHED TO BUILDINGS AND OTHER INSTALLATIONS EXCEPT BRIDGES**



REVISIONS JULY, 2001

DATE: OCTOBER, 1992

**TABLE 2**











**Construction  
Administration and  
Observation of the  
SR 81 / Emory Street  
Sidewalk Project  
(PI 0012647)**

March 13, 2019



**PROPOSAL**

**Submitted To:**

Matthew Pepper  
City of Oxford  
110 West Clark Street  
Oxford, Georgia 30054

**Submitted By:**

A handwritten signature in blue ink, appearing to read "Sam Serio".

**Sam Serio, Vice President**  
Keck & Wood, Inc.  
3090 Premiere Parkway, Suite 200  
Duluth, Georgia 30097



March 13, 2019

Matthew Pepper  
City of Oxford  
110 West Clark Street  
Oxford, Georgia 30054

Re: Proposal for  
Construction Administration and Observation of the SR 81 / Emory Street Sidewalk Project (PI 0012647)

Dear Mr. Pepper:

Enclosed is our Proposal to provide Construction Administration and Observation of the SR 81 / Emory Street Sidewalk Project for the City of Oxford. Keck & Wood looks forward to the opportunity to work with the City on this project. We have been providing similar services to other cities and counties in Georgia for many years and are very familiar with this type of work. This familiarity makes Keck & Wood the ideal choice for this project.

As you will see in this proposal, we have also successfully completed dozens of federally funded enhancement projects similar to this project. We take pride in partnering with our clients every step of the way to navigate through the perceived complexity of the GDOT PDP process.

We have organized a strong team for this project that works well together and are all experts in their discipline. Please read through our Proposal and see why Keck & Wood would be a great choice for the City of Oxford.

If you have any questions, need additional information, or would like to schedule a meeting please call me at (678) 417-4023.

Sincerely,

Keck & Wood, Inc.

Sam J. Serio, PE  
Vice President

**NAME OF FIRM**

Keck & Wood, Inc.

**OFFICE ADDRESS**

3090 Premiere Parkway, Suite 200  
Duluth, Georgia 30097

**CONTACT INFORMATION**

**Telephone Number:**

678-417-4000

**Fax Number:**

678-417-4055

**E-Mail Address:**

sserio@keckwood.com

**Website Address:**

keckwood.com

**NUMBER OF STAFF**

**EMPLOYED FULL-TIME**

- Professional Engineers: 17
- Engineers in Training: 12
- Engineering Technicians: 1
- Landscape Architect: 1
- Professional Land Surveyors: 1
- Other Technical Staff: 5
- Administrative Personnel: 6

**AUTHORIZED REPRESENTATIVE / PRIMARY POINT OF CONTACT**

Sam Serio, PE - Vice President  
678-417-4023 (o)  
678-907-6112 (c)  
s-serio@keckwood.com

**The Construction Administration and Observation of the SR 81 / Emory Street Sidewalk Project for the City of Oxford will be staged from our corporate headquarters located in Duluth, Gwinnett County, Georgia.**

**FIRM HISTORY**

Since its founding in 1954, Keck & Wood has continued the traditions of engineering excellence and commitment to exemplary service established by our founders, Wylly Keck and Tom Wood. With over 64 years of public sector experience, Keck & Wood, Inc. has earned an outstanding reputation for integrity, knowledge, and professionalism in advising our clients. We are committed to improving the quality of life of the region and communities we serve through ethical conduct and dedicated client service.

**OWNERSHIP AND CORPORATE DATA**

Keck & Wood, Inc. is an employee-owned Class C Georgia Corporation. From our office in Duluth, and our regional offices in Charleston and Rock Hill, SC, we serve clients in the southeastern states.

**BUSINESS ACTIVITIES AND STAFFING**

Keck & Wood provides professional services in transportation, water resources, and natural gas engineering, landscape architecture, urban redevelopment, landscape architecture, and site design for state and local governments, utility authorities, public institutions, and private developers. A list of area specific services is included below.

- |  |                                     |
|--|-------------------------------------|
| ◇ Civil Engineering                    | ◇ Water Treatment                   |
| ◇ Rural & Urban Roadway                | ◇ Wastewater Treatment / Collection |
| ◇ Streetscape                          | ◇ Storm Water Systems               |
| ◇ Multi-Use Paths / Trails             | ◇ Public Works Facilities           |
| ◇ Utility Coordination                 | ◇ Planning                          |
| ◇ Water Supply, Storage & Distribution | ◇ Land Surveying (NC, SC only)      |

***With over 65 years of public sector experience, Keck & Wood, Inc. has earned an outstanding reputation for integrity, knowledge, and professionalism . . .***

We are GDOT pre-qualified in multiple areas, and maintain credentialed staff in multiple disciplines to serve the range of needs of our clients.



## Project Approach

The Keck & Wood project team is very familiar with assisting cities and counties with both bidding and construction administration for LCI and similar federally funded transportation projects. If selected as your consultant for this phase of the project, we will work with city staff to tailor our scope of work as appropriate based on the specific needs of the City of Oxford. We expect the following tasks to be required to progress the project thru bidding, construction, and final acceptance:

### Bidding Phase (Including Scope Item 2)

- Update the project Bid Manual to reflect reduced scope of work and quantities related to the removal of pedestrian bridge, bid dates, construction duration (4 months recommended, plus one month for project closeout.)
- Advertise the project for bidding.
- Provide bid documents to prospective bidders.
- Respond to any questions from prospective bidders, and prepare addenda to the bid documents as required.
- Administer the pre-bid meeting.
- Attend the bid opening. Review the bids for compliance with the requirements of the bid documents. Review qualifications of the low bidder(s).
- Prepare bid tabulation submittal to GDOT.
- Provide the City with a bid recommendation letter for the lowest qualified bidder.
- Assist GDOT and the City during construction funding authorization and contract execution.
- Provide a Notice of Award to the selected bidder.
- Prepare the contract documents to be executed between the City and Contractor.

### Construction Phase (Including Scope Items 1, 3-12, 14-16)

- Administer the pre-construction meeting between the City of Oxford, Contractor, DBE subcontractors, and GDOT staff. During this meeting, we will make the Contractor aware of the Environmental Commitments Table in the construction plans related to historical resources and wetlands. The Contractor will be

responsible for ensuring that all environmental commitments listed are met.

- Provide the GDOT Area Engineer required documents, including the construction contract, project schedule (to be provided by Contractor), construction plans, DBE subcontracts (to be provided by Contractor). We will ensure that DBE firms are certified within the Department's EEO office and registered subcontractors.
- Perform onsite observations during the construction process to ensure, in general, that the Contractor is conducting his work in accordance with the construction documents and to verify contractor's applications for payment. One site visit per month is anticipated, with additional site visits as requested by the Contractor and/or City staff.
- Review Contractor's Applications for Payment and advise the City of Oxford on the amounts owed to the contractor based on site observations. Monthly progress reports along with the Contractor's pay applications will be submitted to GDOT's area engineer.
- Review Contractor's paperwork required for GDOT compliance during construction, including DBE participation and certified payroll compliance, and submit monthly DBE reports to GDOT's area engineer.
- Prepare a list of items needing attention (Items to be corrected will be identified in a documented punch list).
- Assist the City with GDOT's required project closeout documentation; including certificate of substantial completion, material certification, DBE report, statement of final expenditures, and statement of final acceptance, as-built construction plans (to be provided by Contractor).
- Assist the City maintaining adequate project files.
- The construction plans were prepared and sealed by others; therefore, plan revisions during construction are not included in this scope of work.

### Construction Materials Testing (Including Scope Item 13)

- NOVA, as a sub-consultant to Keck & Wood will perform field quality control testing in accordance with GDOT's Sampling Testing & Inspection Manual.

The duration and level of Consultant involvement needed during the bidding and construction phases of federally funded transportation projects can vary greatly and is often out of the Consultant's control. The construction duration, level of expertise of the Contractor, clarity and completeness of the construction documents, and sequence and methods of construction will all impact the level of effort required of the Consultant.

For these reasons, we feel that a lump sum fee for the requested scope of work would not be in the best interest of the City. In order to provide the requested scope of services to the City of Oxford in the most economical manner, we propose to structure the fee as a lump sum fee during the bidding phase, a per month fee during construction which includes one site visit per month (four month construction duration, plus an additional month for project closeout recommended), additional site visits as required to be billed hourly according to our attached standard hourly rates schedule, and construction materials testing costs passed through to the city at cost.

Bidding Phase	\$6,500 (lump sum)
Construction Phase, including 1 site visit per month	\$5,000 per month
Additional Site visits as requested	hourly
<u>Construction Materials Testing</u>	<u>up to \$10,000 estimated</u>



**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION  
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
KECK & WOOD, INC. 2425 COMMERCE AVE., N.W., B#2100, S#300, DULUTH, GA 30096		September 15, 2018	September 14, 2020
SIGNATURE			
<i>Nial Keck</i>			
1.	<b>Transportation Planning</b>	3.	<b>Highway Design Roadway (continued)</b>
-	1.01 State Wide Systems Planning	-	3.09 Traffic Control System Analysis, Design and Implementation
-	1.02 Urban Area and Regional Transportation Planning	X	3.10 Utility Coordination
-	1.03 Aviation Systems Planning	-	3.11 Architecture
-	1.04 Mass and Rapid Transportation Planning	X	3.12 Hydraulic and Hydrological Studies (Roadway)
-	1.05 Alternate System and Corridor Location Planning	X	3.13 Facilities for Bicycles and Pedestrians
-	1.06 Unknown	-	3.14 Historic Rehabilitation
-	1.06a NEPA Documentation	-	3.15 Highway Lighting
-	1.06b History	-	3.16 Value Engineering
-	1.06c Air Studies	-	3.17 Design of Toll Facilities Infrastructure
-	1.06d Noise Studies		
-	1.06e Ecology	4.	<b>Highway Structures</b>
-	1.06f Archaeology	-	4.01a Minor Bridges Design
-	1.06g Freshwater Aquatic Surveys	-	4.01b Minor Bridges Design CONDITIONAL
-	1.06h Bal Surveys	-	4.02 Major Bridges Design
-	1.07 Attitude, Opinion and Community Value Studies	-	4.03 Movable Span Bridges Design
-	1.08 Airport Master Planning	-	4.04 Hydraulic and Hydrological Studies (Bridges)
X	1.09 Location Studies	-	4.05 Bridge Inspection
-	1.10 Traffic Studies	5.	<b>Topography</b>
-	1.11 Traffic and Toll Revenue Studies	-	5.01 Land Surveying
-	1.12 Major Investment Studies	-	5.02 Engineering Surveying
X	1.13 Non-Motorized Transportation Planning	-	5.03 Geodetic Surveying
2.	<b>Mass Transit Operations</b>	-	5.04 Aerial Photography
-	2.01 Mass Transit Program (Systems) Management	-	5.05 Aerial Photogrammetry
-	2.02 Mass Transit Feasibility and Technical Studies	-	5.06 Topographic Remote Sensing
-	2.03 Mass Transit Vehicle and Propulsion System	-	5.07 Cartography
-	2.04 Mass Transit Controls, Communications and Information Systems	-	5.08 Subsurface Utility Engineering
-	2.05 Mass Transit Architectural Engineering	6.	<b>Soils, Foundation &amp; Materials Testing</b>
-	2.06 Mass Transit Unique Structures	-	6.01a Soil Surveys
-	2.07 Mass Transit Electrical and Mechanical Systems	-	6.01b Geological and Geophysical Studies
-	2.08 Mass Transit Operations Management and Support Services	-	6.02 Bridge Foundation Studies
-	2.09 Aviation	-	6.03 Hydraulic and Hydrological Studies (Soils and Foundation)
-	2.10 Mass Transit Program (Systems) Marketing	-	6.04a Laboratory Materials Testing
3.	<b>Highway Design Roadway</b>	-	6.04b Field Testing of Roadway Construction Materials
X	3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	-	6.05 Hazard Waste Site Assessment Studies
X	3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers	8.	<b>Construction</b>
X	3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas	X	8.01 Construction Supervision
-	3.04 Multi-Lane, Limited Access Expressway Type Highway Design	9.	<b>Erosion and Sedimentation Control</b>
-	3.05 Design of Urban Expressway and Interstate	X	9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
-	3.06 Traffic Operations Studies	-	9.02 Rainfall and Runoff Reporting
-	3.07 Traffic Operations Design	X	9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations
X	3.08 Landscape Architecture		

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION  
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	ISSUE DATE	DATE OF EXPIRATION
NOVA Engineering & Environmental, LLC 3900 Kennesaw 75 Parkway Suite 100 Kennesaw, GA 30144	6/2/16	3/31/19
SIGNATURE		
<b>1. Transportation Planning</b> <input type="checkbox"/> 1.01 State Wide Systems Planning Urban Area and Regional Transportation <input type="checkbox"/> 1.02 Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning	<b>3. Highway Design Roadway (Continued)</b> <input type="checkbox"/> Traffic Control Systems Analysis, Design and Implementation <input type="checkbox"/> 3.09 <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
<b>2. Mass Transit Operations</b> <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.04 <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.08 <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	<b>4. Highway Structures</b> <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridge Design <b>CONDITIONAL</b> <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Complex Bridge <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection	
<b>3. Highway Design Roadway</b> <input type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input type="checkbox"/> 3.02 Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial, Industrial and Residential Urban Areas <input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture	<b>5. Topography</b> <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
	<b>6. Soils, Foundation &amp; Materials Testing</b> <input checked="" type="checkbox"/> 6.01a Soil Surveys <input checked="" type="checkbox"/> 6.01b Geological and Geophysical Studies <input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies Hydraulic and Hydrological Studies (Soils and Foundation) <input checked="" type="checkbox"/> 6.03 <input checked="" type="checkbox"/> 6.04a Laboratory Materials Testing <input checked="" type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input checked="" type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
	<b>8. Construction</b> <input checked="" type="checkbox"/> 8.01 Construction Supervision	
	<b>9. Erosion and Sedimentation Control</b> <input type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input checked="" type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	



## South Lee Street Improvements (Federally Funded) City of Buford, Georgia

**Bryan Kerlin, City Manager**  
(770) 945-6761 · [bkerlin@cityofbuford.com](mailto:bkerlin@cityofbuford.com)

**Status:** *Utility Relocation - 2017, complete*  
*Final Completion - 2019*

**Cost:** \$5.8 Million

**Team:** Sam Serio, PE - Project Principal  
Robert Renwick, PE - Project Manager

This utility relocation and streetscape project provides new or expanded sidewalks, storm drainage, pedestrian lighting, signage, gateway features, brick retaining walls, decorative fencing, asphalt paving, brick pavers, and landscaping on both sides of the street. Prior to the pedestrian and street construction commencing, existing water, sewer, and electrical utilities were replaced with new underground facilities. Utility relocations were completed in 2017 with a construction cost of \$2 million. The streetscape currently under construction with a project size of 0.83 mile and an anticipated construction cost of \$3.8 million. Keck & Wood provided hydrology / hydraulic design, pavement marking / signing design, and roadway design on this project.



## *Dogwood Drive Bicycle & Pedestrian Improvements (Federally Funded) City of Hapeville, Georgia*

**Lee Sudduth, Community Services Director**  
(404) 669-2120 · [lsudduth@hapeville.org](mailto:lsudduth@hapeville.org)

**Status:** 2018  
**Cost:** \$2,1 Million  
**Team:** Sam Serio, PE - Project Principal  
Robert Renwick, PE - Project Manager

The Dogwood Drive Pedestrian & Transportation Improvement Project incorporates infrastructure improvements to the existing pedestrian sidewalk that has currently deteriorated to a less than desirable passageway from South Central Avenue to North Avenue. The improvements address new ADA compliant concrete sidewalks, new concrete curb and gutter, ADA compliant curb ramps, a new pedestrian crossing at the Norfolk Southern railroad consisting of a flush concrete sidewalk within the limits of the existing pavement, pavement markings, bike lanes, asphalt overlay, brick paver strip, street lighting, signal upgrades, and street landscaping along both sides of the corridor. In addition to improving pedestrian facilities, this project provides a longitudinal drainage system where none exist currently for an urban roadway over 2,000' in length. Due to the extensive amount of underground utilities and driveway cuts in this corridor, the new system was designed with a single truck line in one of the travel lanes and lateral pipes to trench grates at various locations along the gutter line to minimize gutter spread, a non-standard but effective approach to a drainage problem.





## *South Broad Street TE Project (Federally Funded) City of Monroe, Georgia*

**Logan Propes, City Administrator**  
**(770) 267-7536 · [lpropes@monroega.gov](mailto:lpropes@monroega.gov)**

**Status:** 2015  
**Cost:** \$788,000  
**Team:** Rick Gurney, PE - Project Principal  
Sam Serio, PE - Project Manager

Keck & Wood, Inc. provided planning, design, and construction administration to the City of Monroe, Georgia for the South Broad Street Transportation Enhancement Project. The design provided streetscape improvements along South Broad Street, from Alcovy Street to Walker Street. Keck & Wood, Inc. provided conceptual design, preparation of design documents, assisted the City in the bidding process, and conducted contract administration/inspection. This project was designed within the existing Right-of-Way, reducing the impact on the projects budget and schedule.





**PROJECT ASSIGNMENT**  
Project Principal

**EDUCATION**  
BSCE 2003  
Auburn University

**REGISTRATION**  
Professional Engineer  
GA (34684), SC

**CERTIFICATIONS**  
GDOT Plan Development Process  
GSWCC Level II Certified Professional (25978)  
LEED® Accredited Professional

**PROFESSIONAL ASSOCIATIONS**  
American Council of Engineering Companies  
American Society of Highway Engineers  
Association of Pedestrian and Bicycle Professionals

**EXPERIENCE**  
With Keck & Wood since 2006  
Other Firms - 3 years

*Project Principal*

## Sam Serio, PE - Vice President

Mr. Serio is a Vice President and Division Manager for the Municipal Transportation Division of Keck & Wood, Inc. His experience includes the management and design of various transportation, minor roadway, intersection improvement, multi-use trail, streetscape and site development projects. Sam will serve as Project Principal responsible for reviewing and maintaining the contract with the City. Some of his project experience includes:

- + Project Manager for the City of Buford South Lee Street LCI project in the City of Buford, Georgia. The project provides new or expanded sidewalks, storm drainage, pedestrian lighting, signage, gateway features, brick retaining walls, decorative fencing, asphalt paving, brick pavers, and landscaping in a narrow street corridor.
- + Project Manager for the Dogwood Drive Pedestrian & Transportation Improvement Project in the City of Hapeville, Georgia. The project incorporates pedestrian infrastructure improvements including ADA complaint concrete sidewalks, new concrete curb and gutter, ADA compliant curb ramps, a new railroad pedestrian crossing, pavement markings, bike lanes, asphalt overlay, brick paver strip, street lighting, signal upgrades, and street landscaping along both sides of the corridor.
- + Project Manager for the New Peachtree Road Bicycle & Pedestrian / Road Diet Improvements (LCI) Project for the City of Doraville, Georgia. The project will implement a road diet along New Peachtree Road adjacent to the Doraville MARTA station for construction of new pedestrian facilities, bicycle facilities, and four new traffic signals. Cycle tracks, a fairly new concept in bicycle facility design, are proposed adjacent to the roadway.
- + Project Manager for City of Peachtree Corners Technology Parkway Sidewalk project. Project utilized schematic drawings and field engineering to reduce design cost.
- + Project Manager for the 2012, 2013, and 2016 ADA Sidewalk Accessibility Improvements CDBG Project for the City of Norcross, Georgia. These projects were completed on a very tight schedule.
- + Project Manager for the Downtown Winder Streetscape Transportation Enhancement (TE) project for the City of Winder, Georgia. The project consists of improvements to one-half mile of roadway including pedestrian facilities, pavement rehabilitation, storm drainage improvements, landscaping, and pedestrian lighting, utility relocations, and upgrades to several traffic signals.





## EDUCATION

BSCE 2007  
Clemson University

## CONTINUING EDUCATION

ACEC Future Leaders Program

## REGISTRATION

Professional Engineer  
GA (036674), SC

## CERTIFICATIONS

GDOT Plan Development Process  
GSWCC Level II Certified Professional  
(55479)

## PROFESSIONAL ASSOCIATIONS

American Council of Engineering Companies  
American Society of Highway Engineers

## EXPERIENCE

With Keck & Wood since 2007

## Robert Renwick, PE - Associate Vice President

Mr. Renwick is a Project Manager and Lead Design Engineer in the Transportation Division of Keck & Wood, Inc. His design experience includes multi-use trails, streetscapes, commercial site development, and roadway improvement projects. As Project Manager, Robert will ensure all necessary resources are being assigned, coordinate with sub-consultants, communicate with the City, and oversee the project team throughout the course of the contract. Some of his project experience includes:

- + Design Engineer for the New Peachtree Road Streetscape (LCI) Project, located in the City of Doraville, Georgia. The project will implement a road diet along New Peachtree Road adjacent to the Doraville MARTA station for construction of new pedestrian facilities, bicycle facilities, and four new traffic signals. Cycle tracks, a fairly new concept in bicycle facility design, are proposed adjacent to the roadway. Project included four signalized intersections.
- + Lead Design Engineer for the Downtown Streetscape TE project for the City of Winder, Georgia. The project consisted of roadway improvements including pedestrian facilities, pavement rehabilitation, storm drainage improvements, landscaping, pedestrian lighting, utility relocations, and upgrades to several traffic signals.
- + Design Engineer for the Historic Downtown Buford Streetscapes, Transportation Enhancement project, located in the City of Buford, Georgia. The project consisted of improvements to nearly one mile of roadway and improvements included pedestrian facilities, pavement resurfacing, roadway realignment, storm drainage improvements, landscaping, and pedestrian lighting. Responsibilities included project design, preparation of construction drawings, authoring of project specifications and bid documents, coordination with utility relocations, coordination with Norfolk Southern Railroad, preparation of a construction cost estimate, and assisting with construction inspection and contract administration.
- + Design Engineer for the Little Mill Road Transportation Improvements, located in the City of Buford, Georgia. The project consisted of several phases of improvements throughout the Little Mill Road corridor. The improvements included pedestrian facilities, roadway realignment, several brick veneer retaining walls, pavement rehabilitation, storm drainage improvements, landscaping, and pedestrian lighting. Responsibilities included project design, preparation of construction drawings, authoring of project specifications and bid documents, preparation of a construction cost estimate, construction inspection, and contract administration.

*Client Contact /  
Project Manager*

## Client Reference

### City of Buford, Georgia

#### Specific Projects:

- Little Mill Road Sidewalk Improvements, Ph 1 & 2
- Little Mill Road Realignment
- Historic Downtown Buford Streetscape, Phase V (TE)
- Bona Road & New Street Resurfacing Project
- Cloud Street Intersection Improvements
- South Hill Street Stormwater Detention Facility
- South Lee Street LCI
- 2011 - 2016 Paving Projects
- Moreno St LCI
- South Hill Street LCI
- City Gym Playground
- City Collector Road
- Washington St Sidewalks
- Garnett St Sidewalks
- Citywide ADA Improvements
- Bona Road Sidewalk & Playground
- City Park Planning
- Buford Multi-Use Trail

## Client Contact

Mr. Bryan Kerlin, City Manager

770-945-6761

bkerlin@cityofbuford.com



### City of Buford

2300 Buford Highway • Buford, Georgia • 30518 • (770) 945-6761 • FAX (770) 932-7976 • Planning (678) 889-4629

February 15, 2017

Re: KECK & WOOD, INC.  
LETTER OF RECOMMENDATION

#### To Whom it May Concern:

We would like to take this opportunity to recommend Keck & Wood, Inc. for projects ranging from civil engineering, surveying, roadway design, utility relocation, and streetscape design to construction contract administration and project management. We find their staff easy to work with, responsive to our needs, and very knowledgeable in matters relating to these services.

Keck & Wood has provided utility relocation design, roadway design, bidding assistance, construction contract administration, and project management services for a new location local road, Little Mill Road Streetscape/Roadway Realignment, and Main Street Streetscape/Roadway Realignment (a Transportation Enhancement Project). Additionally, they have completed two Livable Centers Initiative projects. South Lee Street LCI services included utility relocation design, roadway design, bidding assistance, and project management. South Hill Street LCI services included utility relocation design, bidding assistance, and construction contract administration. We relied on, and benefited from, their professional knowledge, creativity, and insight to help us resolve those issues which are inherent to such projects. Keck & Wood's communication with our staff and understanding of our needs helped make these projects successful. We are pleased to recommend their services to others.

Please feel free to contact me at (770) 945-6761 or by email at bkerlin@cityofbuford.com, if you would like to discuss any aspects of working with Keck & Wood, Inc.

Best Regards,

CITY OF BUFORD

Bryan B. Kerlin  
City Manager

BRYAN B. KERLIN, City Manager • KIM C. WOLFE, City Clerk • LAMAR SUDDERTH, Administrative Assistant  
PHILLIP BRAD, Chairman Commissioners • L. CHRIS BURGE, Vice Chairman Commissioners • MICHAEL SMITH, Commissioner

## Client Reference

**City of Monroe, Georgia**

## Client Contact

**Mr. Logan Propes, City Administrator**

**770-267-7536**

**[lpropes@monroega.gov](mailto:lpropes@monroega.gov)**

### Specific Projects:

- Traffic Calming (5 Locations)
- Intersection Analysis - Alcovy St @ Breedlove Dr
- Spring Street Enhancements
- North Broad Street LCI
- South Broad Street TE



Post Office Box 1249 • Monroe, Georgia 30655  
Telephone: 770-267-7536

Greg Thompson, Mayor  
L. Wayne Adcock, Vice Mayor

February 21, 2017

**RE: KECK & WOOD, INC.  
LETTER OF RECOMMENDATION**

To Whom It May Concern:

The City of Monroe would like to take this opportunity to recommend Keck & Wood, Inc. for projects ranging from civil engineering, surveying, roadway design and streetscape design to construction contract administration and project management. We find their staff easy to work with, extremely responsive to our needs and very knowledgeable in matters relating to these services.

Keck & Wood has most recently provided survey, design, bidding assistance, construction contract administration and project management services for our South Broad Street streetscape project, which was a Transportation Enhancement Project. Also, we are currently partnering on the North Broad Street streetscape project, which is an LCI project, and our Spring Street streetscape enhancement project.

Keck & Wood's professional knowledge and creativity in both design and funding options are unsurpassed in my experience. Having their expertise at our side ensures that our projects are done in the most cost-effective and highest-quality manner. We are happy to recommend their services to others.

Please feel free to contact me at (770) 266-5114 or by email at [lpropes@monroega.gov](mailto:lpropes@monroega.gov), if you would like to discuss any aspects of working with Keck & Wood, Inc.

Best Regards,

Logan Propes  
Finance Director

Councilmembers: Larry A. Brudley • Myashia Crawford • Norman Carvat  
Nathan Little • Lee P. Malcom • Nathan Parris • Jimmy Richardson

## Client Reference

**City of Hapeville, Georgia**

## Client Contact

**Mr. Lee Sudduth, Community Services Director**

**404-669-2120**

**lsudduth@hapeville.org**

### Specific Projects:

- Dogwood Drive Bicycle & Pedestrian Improvements LCI Project
- Hapeville Railroad Corridor & Improvements Project
- North Fulton Ave TE Project
- Tennis Courts Rehabilitation CDBG Project
- I-75 Logo Landscape Project
- Marta Bus Shelters
- Gateway Landscape Improvements
- Hoyt Smith Center Improvements
- Master Park Improvements
- Annual Stormwater Report
- S Central Ave Improvements
- Lake Drive Paving Project
- Woodrow Avenue Paving
- Dearborn Plaza Redevelopment
- Lake Avenue Paving
- North Fulton Ave CDBG
- North Avenue CDBG
- Cofield Drive Paving
- Downtown Parking Master Plan
- Citywide Street & Sidewalk Condition Inventory



February 17, 2017

Re: **Keck & Wood, Inc.**  
**Letter of Recommendation**

To Whom It May Concern:

We would like to take this opportunity to recommend Keck & Wood, Inc. for projects ranging from civil engineering, surveying, roadway design and streetscape design to construction contract administration and project management. We find their staff easy to work with, responsive to our needs and very knowledgeable in matters relating to these services.

Keck & Wood provided survey, design, bidding assistance, construction contract administration and project management services for several of our recent projects. These projects include CDBG, TE, LCI and locally funded projects. We relied on, and benefited from their professional knowledge, creativity and insight to help us resolve those issues which are inherent to such a project. Keck & Wood's communication with our staff and understanding of our needs helped make these projects successful. We are happy to recommend their services to others.

Please feel free to contact me at 404-669-2120 or via email [lsudduth@hapeville.org](mailto:lsudduth@hapeville.org) if you would like to discuss any aspects of working with Keck & Wood, Inc.

Regards,

Lee Sudduth  
Director of Community Services

- ALAN HALLMAN  
MAYOR
- RUTH BARR  
ALDERMAN AT LARGE
- MICHAEL RANDMAN  
COUNCILMAN AT LARGE
- JOSHUA POWELL  
COUNCILMAN WARD I
- DIANE DIMMICK  
COUNCILMAN WARD II

3468 North Fulton Avenue, Hapeville, Georgia 30354  
City Hall 404.669.2100 • [www.hapeville.org](http://www.hapeville.org)

Community Service  
3474 N. Fulton Avenue  
404.669.2120

Economic Development  
3468 N. Fulton Avenue  
404.669.8269

Fire Department  
808 King Arnold Street  
404.669.2141

Police Department  
700 Doug Davis Drive  
404.768.7171

Recreation Department  
3444 N. Fulton Avenue  
404.669.2135





Keck & Wood, Inc.  
3090 Premiere Parkway  
Suite 200  
Duluth, Georgia 30097

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[KECKWOOD.COM](http://KECKWOOD.COM)

**Keck+Wood**  
COLLABORATION BY DESIGN





**Carter & Sloop**  
CONSULTING ENGINEERS

March 13, 2019

via email

Mr. Matthew Pepper  
City of Oxford  
110 West Clark Street  
Oxford, Georgia 30054  
[mpepper@oxfordgeorgia.org](mailto:mpepper@oxfordgeorgia.org)

RE: City of Oxford, Georgia  
Construction Administration and Observation  
SR 81/Emory Street Sidewalk (PI0012647)  
C&S File No.: O9800.002

Dear Mr. Pepper:

Carter & Sloop, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Oxford (Client or Owner) for general administration of construction and onsite construction observation services for the proposed SR81/Emory Street Sidewalk. Since the design drawings have been prepared by others, C&S will not be providing any design phase services or permitting assistance associated with this project.

Engineer Data

Name of Company: Carter & Sloop, Inc.  
Local Office Address: 1031 Stonebridge Pkwy, Watkinsville, GA 30677  
Corporate Office Address: 6310 Peake Rd., Macon, GA 31210  
Contact Person: Martin C. Boyd, P.E.  
Title: President/Branch Manager  
Office: (706) 769-4119  
Cell: (770) 235-3566  
Fax: (706) 769-4546  
Email: [mboyd@cartersloope.com](mailto:mboyd@cartersloope.com)

Our relevant project experience is extensive; please see Appendix B for project references. Many of our key engineering staff that executed the projects listed in this submittal will lead efforts on this and any other project the City may need. Our project team offers the following qualifications:

- ❖ **Extensive expertise** – We have four (4) regional offices in Georgia, with locations in Athens (Watkinsville), Moultrie, Canton and Macon. Although Carter & Sloop, Inc. is a medium-sized firm, these offices are staffed with a seasoned team of civil and environmental engineers, surveyors, landscape architects, and support staff with a solid record of experience with design

of water, wastewater, storm drainage and roadway improvement projects funded locally and by various State and Federal funding programs. These funding programs include DCA, CDBG, EIP, GEFA, USDA – Rural Development, One Georgia, EPA special appropriations and GDOT. Because many of our clients have had limited budgets and/or relied on State and Federal funding to complete their projects, we have learned the value of developing innovative and economical solutions, and the importance of getting the most value out of our clients' dollars. That is why we aggressively and conservatively manage our clients' projects.

- ❖ A local presence – Our branch office in Watkinsville is less than 40 miles from City Hall. Response time to address issues or attend meetings will be short.

It is our team's goal to provide our clients with quality, professional engineering services in the completion of all projects and to provide the best value in engineering services. We put great effort into our quality assurance/quality control program. We stand behind our work and are confident that our product will meet your expectations and project objectives.

The scope of services described below is based on our understanding of the project from the RFP dated February 27, 2019 and correspondence with Client's personnel.

### **Scope of Work (Basic Services)**

#### **1. Historic Preservation Division**

Engineer will review the conditions listed in the Georgia Department of Natural Resources Historic Preservation Division findings and enforce compliance upon the Construction Contractor (Contractor).

#### **2. Bidding**

C&S will assist the Client in advertising and obtaining competitive and qualified bids for the project in accordance to the requirements of the Official Code of Georgia, Title 32, Chapter 2, excluding the provision which provides for negotiations and the Required contract Provisions (Form FHWA-1273) as given 23 C.F.R. 633 subpart A and 49 C.F.R. Part 18. The advertisement period shall last a minimum of 30 days and the Client will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include one (1) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. Please note, a pre-bid conference is excluded that from our Scope of Work, however, one can be added as an Additional Service if requested by the Client.

C&S will attend and manage the Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Client for their review and approval.

**3. Pre-Construction Conference**

Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office. At a minimum, the Client, Contractor, DBE subcontractors, GDOT Project Manager, and GDOT Area Engineer shall attend.

**4. Provide Contracts**

C&S will provide the Client, the project Sponsor (City of Covington), and the GDOT Area Engineer with up to two (2) copies of the executed construction contract, construction schedule, and contact list (plus digital copies in Adobe Acrobat (PDF) format if requested) for GDOT's use in monitoring project construction and reviewing payment invoices. The Construction schedule will be developed by the Contractor and provided to us for our use in administering the projects.

**5. Provide completed construction plans**

C&S will provide the Client, the project Sponsor (City of Covington), the GDOT Area Engineer, and the GDOT Project Manager with up to two (2) copies of completed construction plans (plus digital copies in Adobe Acrobat (PDF) format if requested).

**6. DBE Contracts to GDOT**

C&S will forward proposed DBE contracts to the GDOT Area Engineer (PDF format) for review.

**7. DBE Compliance**

C&S will check the GDOT Equal Employment Opportunity office to see if DBE firms are certified and registered subcontractors.

**8. Certified Payroll Checking**

C&S will check the third-party contractor's payrolls for compliance with appropriate wage rates and DBE participant goals and submit monthly reports on DBE participation to the GDOT Area Engineer.

**9. Construction Observation**

It is our understanding that the Client will provide daily observation services and would like C&S to provide once monthly construction observation, to observe the progress and quality of Contractor's executed Work. We have therefore budgeted for four (4) site visits (once monthly) we have estimated that the sidewalk portion will only take four (4) months.

Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Client informed of the progress of the Work. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or because of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. We will record our observations in project observation reports and at the end of the project, we will assemble these reports and provide the Client with one (1) hard copy and one (1) electronic copy in Adobe PDF format.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.
- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Client that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer

believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- d. Disagreements between Client and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, the Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the interpretation of plans not prepared by engineer and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

## **10. Construction Administration**

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the

Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.

- b. *Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- c. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- d. *Schedules:* Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor's schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.
- e. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- f. *Progress Meetings:* C&S will attend up to four (4) progress meetings at the jobsite as needed. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- g. *Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
  - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.



Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- h. Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- i. Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

#### **11. Monthly Progress Reports & Project Closeout**

C&S will submit monthly progress reports and invoices to GDOT's Area Engineer for four (4) months while sidewalk construction is expected. We will assist the Client in preparing the "Sponsor's Certification of Final Acceptance" form, final voucher, materials certifications statement, and "Statement of Final Project Expenditures" form.

#### **12. Maintain Project Files**

C&S will maintain PDF format and hardcopy project files including observation reports, material certificates, insurance documents, constructions plans, specifications, and payrolls. C&S will provide these documents upon request in PDF format.

#### **13. Special Inspections**

We have partnered with Geo-Hydro Engineers to provide this service. They have nine (9) GDOT certified technicians.

##### *Field Density Testing*

Representative will be onsite to obtain bulk samples of proposed fill and backfill soils and conduct our laboratory testing to determine the standard Proctor maximum dry density. We will perform

requested field density testing of any fill and backfill soils. We have budgeted for eight (8) trips for density testing.

*Concrete Testing*

Geo-Hydro's technicians will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will cast test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval. Please note that continuous monitoring of concrete placement is required to be in compliance with the IBC.

*Limitations of Services*

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

**14. Obtain Record Drawings**

C&S will obtain Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor after construction is complete. C&S will not perform any "as-built" surveying or measurements of the project.

**15. Furnish Record Drawings**

C&S will furnish the Client, the Project Sponsor and GDOT one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat PDF format of the Project Record Drawings.

**16. Compliance**

C&S will make reasonable efforts to comply with all applicable state and federal laws, rules and regulations and guidelines as well as the environmental commitments for the project.

Below is our fee basis.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Historic Preservation Division	Total Lump Sum \$ <u>4,020</u>
2	Bidding	Total Lump Sum \$ <u>9,500</u>
3	Pre-Construction Conference	Total Lump Sum \$ <u>2,975</u>
4	Provide Contracts	Total Lump Sum \$ <u>650</u>
5	Provide Completed Construction Plans	Total Lump Sum \$ <u>2,100</u>
6	DBE Contracts to GDOT	Total Lump Sum \$ <u>1,100</u>
7	DBE Compliance	Total Lump Sum \$ <u>1,175</u>
8	Certified Payroll Checking	Total Lump Sum \$ <u>5,300</u>
9	Construction Observation* (\$1,300/mo x 4 months)	Total Lump Sum \$ <u>5,200*</u>
10	Construction Administration	Total Lump Sum \$ <u>17,100</u>
11	Monthly Progress Reports & Project Closeout	Total Lump Sum \$ <u>6,400</u>
12	Maintain Project Files	Total Lump Sum \$ <u>890</u>
13	Special Inspections	Total Lump Sum \$ <u>12,400</u>
14	Obtain Record Drawings	Total Lump Sum \$ <u>990</u>
15	Furnish Record Drawings	Total Lump Sum \$ <u>1,450</u>
16	Compliance	Total Lump Sum \$ <u>50</u>

*Total of Items 1 - 16 Inclusive: \$ 71,300*

\*Construction observation is based on \$1,300/month for one site visit each month plus preparing jobsite visit reports. We will only invoice for this task based on the number of actual months of construction.

To reduce the administrative burden, we propose to invoice our work for Basic Services described herein for the inclusive lump sum amount and not per task except for construction observation, which can be invoiced monthly. No fee amount may be exceeded without prior written approval from the Client.

#### Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or its requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted project related documents when such revisions are required by changes in Laws and regulations

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- enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
  - c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
  - d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client;
  - e. Determining the acceptability of substitute materials and equipment proposed after the Bidding and revising Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
  - f. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
  - g. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 120 days of construction for the sidewalk portion, or man-hours listed herein.
  - h. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
  - i. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
  - j. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
  - k. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  - l. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
  - m. Geotechnical engineering. The Client should contract directly with a geotechnical engineer for geotechnical consulting services.
  - n. Archeological and Historical Preservation consulting;
  - o. Delineating wetlands or flood plain determinations;
  - p. Permitting Assistance;
  - q. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
  - r. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
  - s. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
  - t. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement;

- u. All building and permit fees and building inspection fees;
- v. Pre-bid conference;
- w. Engineering Design services;

### Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Principal	\$185.00/Hour
Senior Professional Engineer II	\$175.00/Hour
Senior Professional Engineer I	\$160.00/Hour
Project Engineer VI	\$150.00/Hour
Project Engineer V	\$140.00/Hour
Project Engineer IV	\$130.00/Hour
Project Engineer III	\$120.00/Hour
Project Engineer II	\$110.00/Hour
Project Engineer I	\$100.00/Hour
Staff Engineer	\$90.00/Hour
Project Manager IV	\$155.00/Hour
Project Manager III	\$145.00/Hour
Project Manager II	\$135.00/Hour
Project Manager I	\$125.00/Hour
Design Technician III	\$95.00/Hour
Design Technician II	\$85.00/Hour
Design Technician I	\$75.00/Hour
CADD Drafter	\$55.00/Hour
Construction Observer II	\$90.00/Hour
Construction Observer I	\$70.00/Hour
Administrative Staff III	\$75.00/Hour
Administrative Staff II	\$65.00/Hour
Administrative Staff I	\$55.00/Hour
Sub-Consultants (if required)	Actual Cost X 1.15

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning January 1, 2020 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum fees stated herein.**

### Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees.

Mr. Matthew Pepper

March 13, 2019

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If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Martin C. Boyd, P.E.

MCB:cmw

Encl: Terms & Conditions  
Appendix A: List of Services  
Appendix B: References

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
  - A. **Collection Costs:** If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
  - B. **Set-offs, Backcharges, Discounts:** Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
  - C. **Disputed Invoices:** If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
  - D. **Legislative Action:** If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. **Termination:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. **For Cause:** Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
  2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
  3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
  4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
  5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
- B. **For Convenience:** Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. **Changes.** The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
5. **Personnel:** The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
6. **Reports and Information.** The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.



7. Certifications. As used herein and throughout this Agreement, the words "certify" and/or "certification" shall mean an expression of the Engineering Consultant's professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer's documents without first obtaining Engineer's prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent. No third-party may rely upon Engineer's documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer's reasonable opinion, would be contrary to the Engineer's professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Accessibility. It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.

16. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.

17. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

18. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:

a) Worker's Compensation	Statutory amount where services are performed
b) Automobile	\$1,000,000 combined single limit
c) General Liability	\$1,000,000 per occurrence / \$2,000,000 General Aggregate
d) Professional Liability	\$1,000,000 per claim and aggregate
e) Excess Umbrella	\$5,000,000 on "b" & "c"

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

19. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

20. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

21. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

## APPENDIX A

### LIST OF SERVICES

#### ➤ **Environmental Engineering**

##### ***Water Treatment***

- Surface Water Treatment
- Ground Water Treatment
- Process Design
- Hydraulic Evaluations
- Operating Assistance

##### ***Wastewater Treatment***

- Alternatives Analysis
- Pilot Testing
- Process Design
- Advanced Reuse Treatment
- Constructed Wetlands
- Land Application Systems
- Biosolids Management
- O&M Manuals
- Operating Assistance
- Onsite Treatment Systems

#### ➤ **Civil Engineering**

- Water Distribution
- Sewerage Collection
- Storm Drainage/Stormwater Management
- Utility Mapping
- Site Layout and Development
- Soil Erosion and Sediment Control
- Roadway Design, Streetscape and Pedestrian Facilities
- Railroad Systems
- Hydraulic Modeling Analysis of Water & Sewerage Systems
- Hydrology Studies
- Raw Water Reservoirs

#### ➤ **Landscape Architecture**

#### ➤ **Planning**

- Land Use Plans
- Recreation Plans
- Utilities Planning
- Rate Studies
- Feasibility Studies
- Wellhead Protection
- Site Analysis and Master Planning
- Watershed Assessments
- Wastewater Master Planning
- Geographic Information Systems (GIS)

#### ➤ **Permitting**

- Departments of Transportation
- Georgia Environmental Protection Division
- South Carolina Department of Health & Environmental Control
- Army Corps of Engineers

#### ➤ **Construction Services**

- Construction Administration
- Onsite Construction Observation

#### ➤ **Funding Assistance**

- USDA – Rural Development (RD)*
- USCD – Economic Development Admin. (EDA)*
- Ga. Department of Community Affairs*
  - Community Development Block Grant (CDBG)
  - Employment Incentive Program (EIP)
  - Redevelopment Fund
- Ga. Department of Transportation*
  - Traffic Enhancement Activity (TEA)
  - State Aid High Priority Project (HPP)
- Georgia Environmental Facilities Authority (GEFA)*
  - Clean Water State Revolving Fund (CWSRF)
  - Drinking Water State Revolving Fund (DWSRF)
  - Georgia Fund
- OneGeorgia*
- US Environmental Protection Agency (EPA)*
  - Special Appropriations Projects (SPAP)
- Special Purpose Local Option Sales Tax (SPLOST)*
- Water/Sewer Revenue Bonds*
- Appalachian Regional Commission*

## APPENDIX B

### Federal Funds Experience & Project References

For over 28 years, Carter & Sloope, Inc. (C&S) has been providing top-level consulting and engineering design services to municipalities in the state of Georgia. As the firm has grown, C&S has fought the urge to expand throughout the southeast. Instead, we have strategically placed our corporate office and supporting offices throughout the state of Georgia and have focused on providing service with a "local feel" to Georgia municipalities spread across our state. This "local feel" means we truly partner with our clients and consider our success only as it relates to our client's success.

As we celebrate our 28<sup>th</sup> year in business, we recognize that past successful projects and past successful relationships have directly led to the long-term success of the municipalities we have served.

The projects selected show a representative sample of the three references requested. We have more than 200 projects with construction administration experience with Federal Funding that we can provide upon request.

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#### Utility Relocation for Alcovy Rd. & SR 142 (DOT Project No. STP-00-0418-00 (003), P.I. No. 242230) City of Covington

---

The work to be completed shall consist of furnishing all labor, equipment, materials, products and performing all project coordination with GDOT's road contractor to replace existing water lines that are in conflict with GDOT's road widening project on SR 142 from south of American Way to north of Hazelbrand Road and Alcovy Road from Harland Drive to north of Avenue of Champions (GDOT No.: STP 00-0418-00 (0003)/PI 242230). Water line relocation includes installing approximately 520 L.F. of 24" D.I.P., 4,800 L.F. of 12" D.I.P., 50 L.F. of 10" D.I.P., 230 L.F. of 8" D.I.P. and 830 L.F. of 6" D.I.P. water main complete with fire hydrants, steel casing, valves, reconnection of existing water services, abandoning the existing water mains, driveway repair and replacement, grassing, soil erosion and sediment control measures, and appurtenances necessary to provide a complete installation.

---

**Lead Engineer:**

*Mr. Chase West, P.E.  
Carter & Sloope, Inc.*

**Owner:**

*Mr. Tres Thomas, III  
City of Covington  
2194 Emory Street  
Covington GA 30014  
Phone: (770) 385-2180*

**Constructed by:**

*City of Covington*

**Funding:**

*Est. Project Cost: \$1,113,313.00  
Source: Local Funds*

---

## APPENDIX B

### Social Circle TE Project – North Cherokee Road to Hightower Trail (DOT P.I. No. 0010199) City of Social Circle

Carter & Sloope, Inc. provided engineering services to the City of Social Circle for construction phase services including general administration of construction for the proposed sidewalk on SR 11 from Blue Willow Inn to Hightower Trail. Our services included attending and managing the preconstruction conference; administering a TE grant including reviewing and processing DBE compliance forms and reviewing Davis-Bacon documentation; onsite construction observation and general administration of the construction contract.

**Lead Engineer:**

*Mr. Martin C. Boyd, P.E. &  
Mr. Tom Roos, P.E.  
Carter & Sloope, Inc*

**Owner:**

*Ms Adele Schirmer  
City of Social Circle  
138 East Hightower Trail  
Social Circle GA 30025  
Phone: (770) 464 - 2380*

**Constructed by:**

*City of Social Circle*

**Funding:**

*Est. Project Cost: \$326,000  
Source: GDOT*

### S.R. 17 Water and Sewer Relocations - Phase I and II City of Toccoa, Georgia

Through a collaborative effort with the City, we were able to secure 100% non-repayable construction funding (\$1,987,024.40) under GDOT's State Aid Program. Toccoa was only obligated to cover the engineering fees. All other expenditures were shouldered by the State. Since both projects were earmarked under the TSPLOST referendum, the design and permitting processes were expedited to ensure readiness. The proposed utility adjustments include +22,000 LF of 12"-6" DI water main, +8,500 LF of 8" DI force main, +600 LF of 8" PVC sanitary sewer, and +3,000 LF of 18"-12" steel encased road crossings. Flowable fill was required for all abandoned mains larger than 6" left in the road bed. Extensive coordination and special precautions were required for gas distribution mains and Army Corps.

**Lead Engineer:**

*Mr. Alex S. Wiseman, P.E.  
Carter & Sloope, Inc.*

**Owner:**

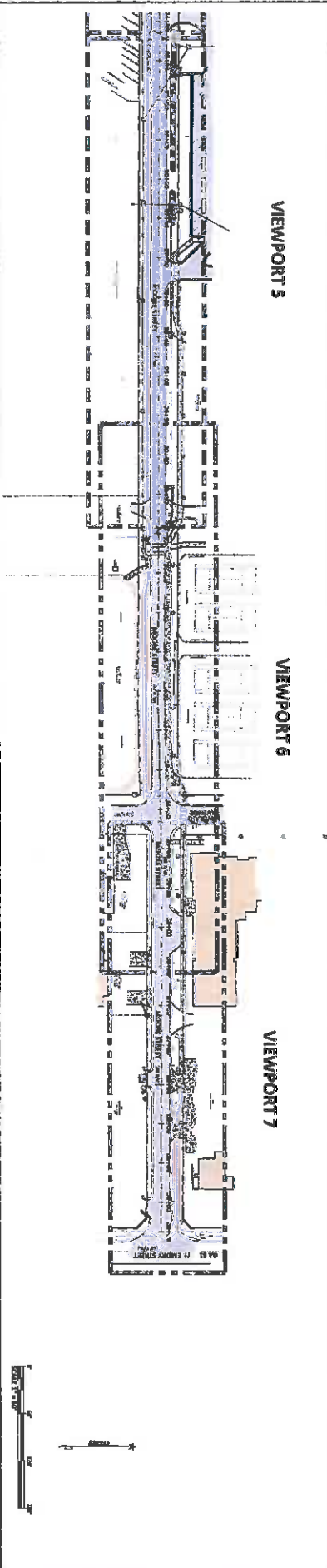
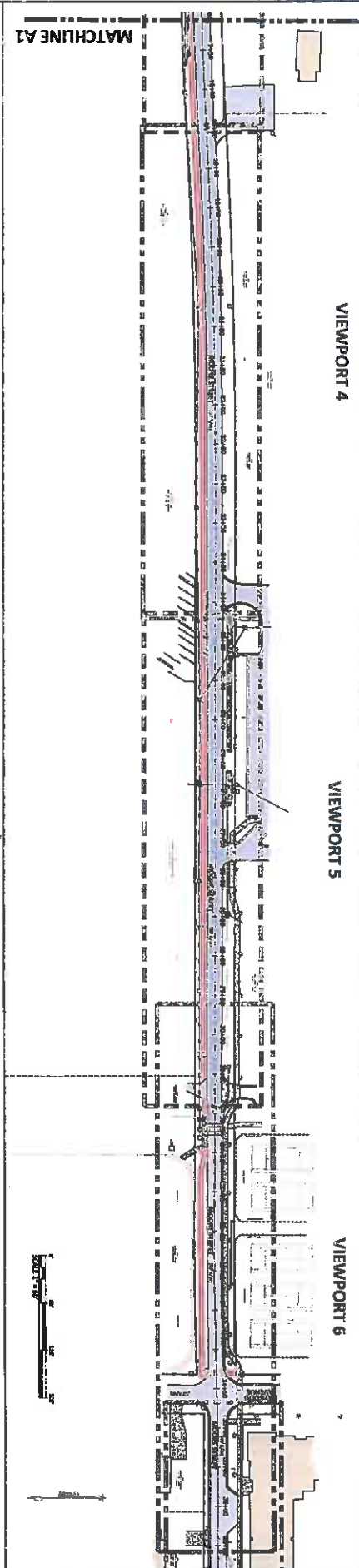
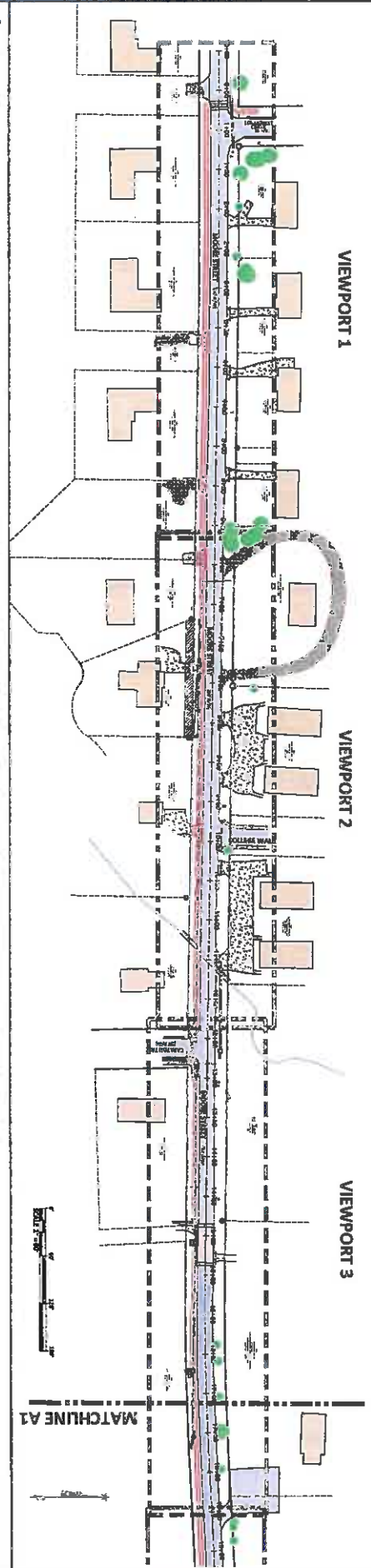
*Mr. Harry Scott  
City of Toccoa  
92 North Alexander Street  
Toccoa, Georgia, 30577  
Phone: (706) 886-8451*

**Funding:**

*Actual Costs: \$1,987,024.40  
Source: Local & GDOT*







Rev.	Revision Description	Date
1	Initial Issue	06/12/16

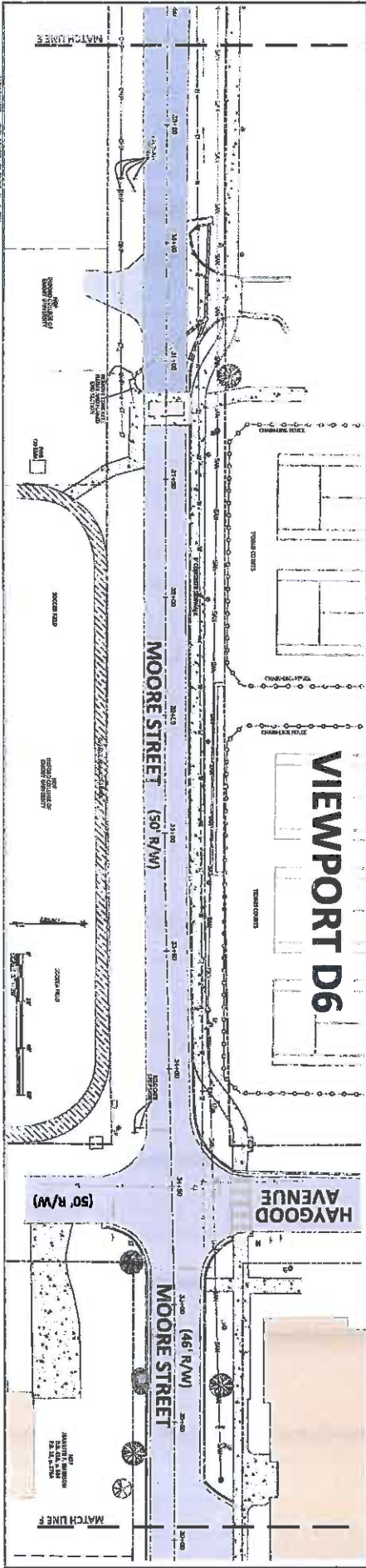
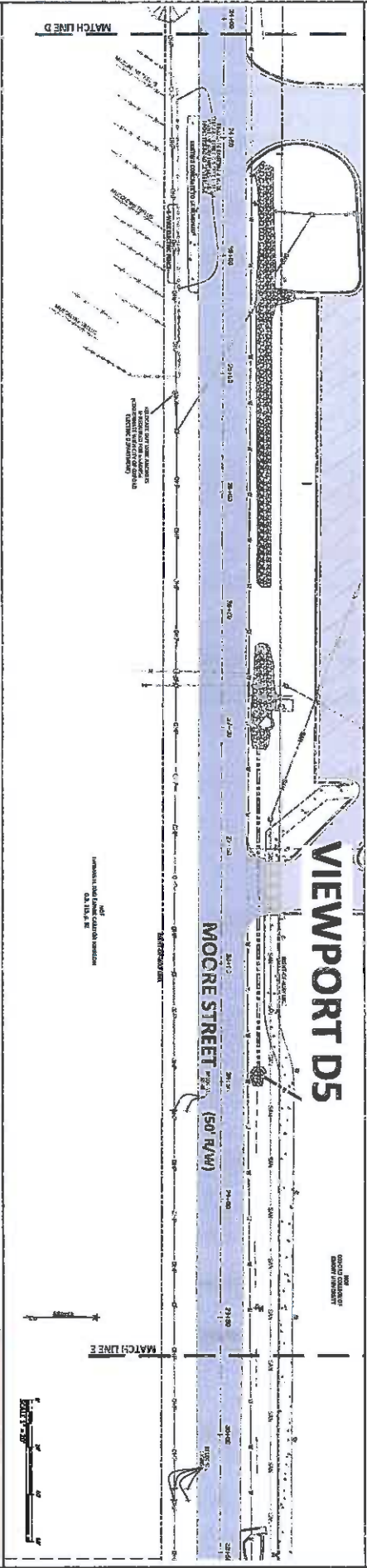
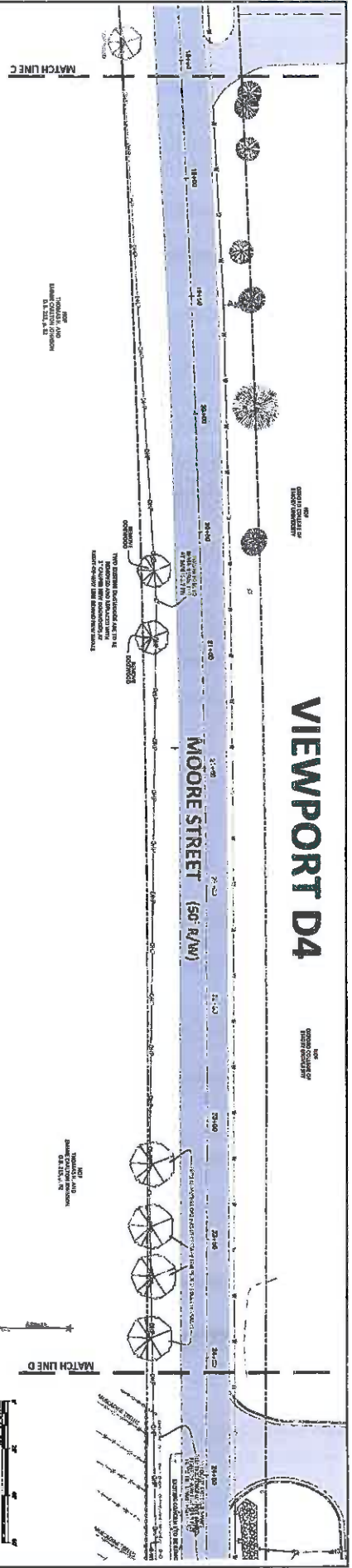
**Moore Street Sidewalk**  
Oxford, Newton County, Georgia

**SITE OVERVIEW**









# VIEWPORT D4

# VIEWPORT D5

# VIEWPORT D6

# HAYGOOD AVENUE

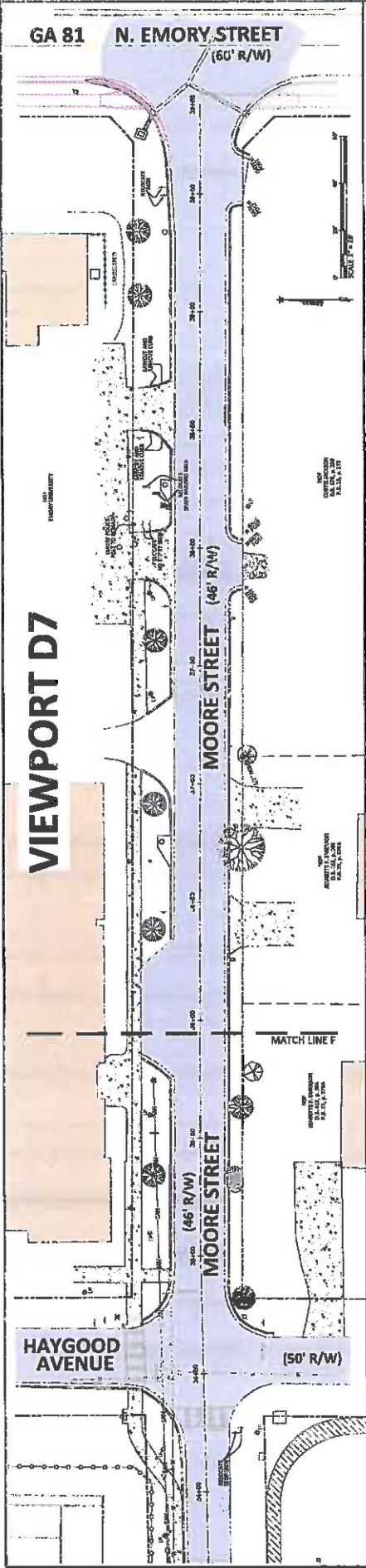
Sheet No.	4
Project No.	
Revision	
Date	
Drawn By	
Checked By	
Scale	

Moore Street Sidewalk  
Oxford, Newton County, Georgia

## DEMOLITION PLAN PANELS D4--D6

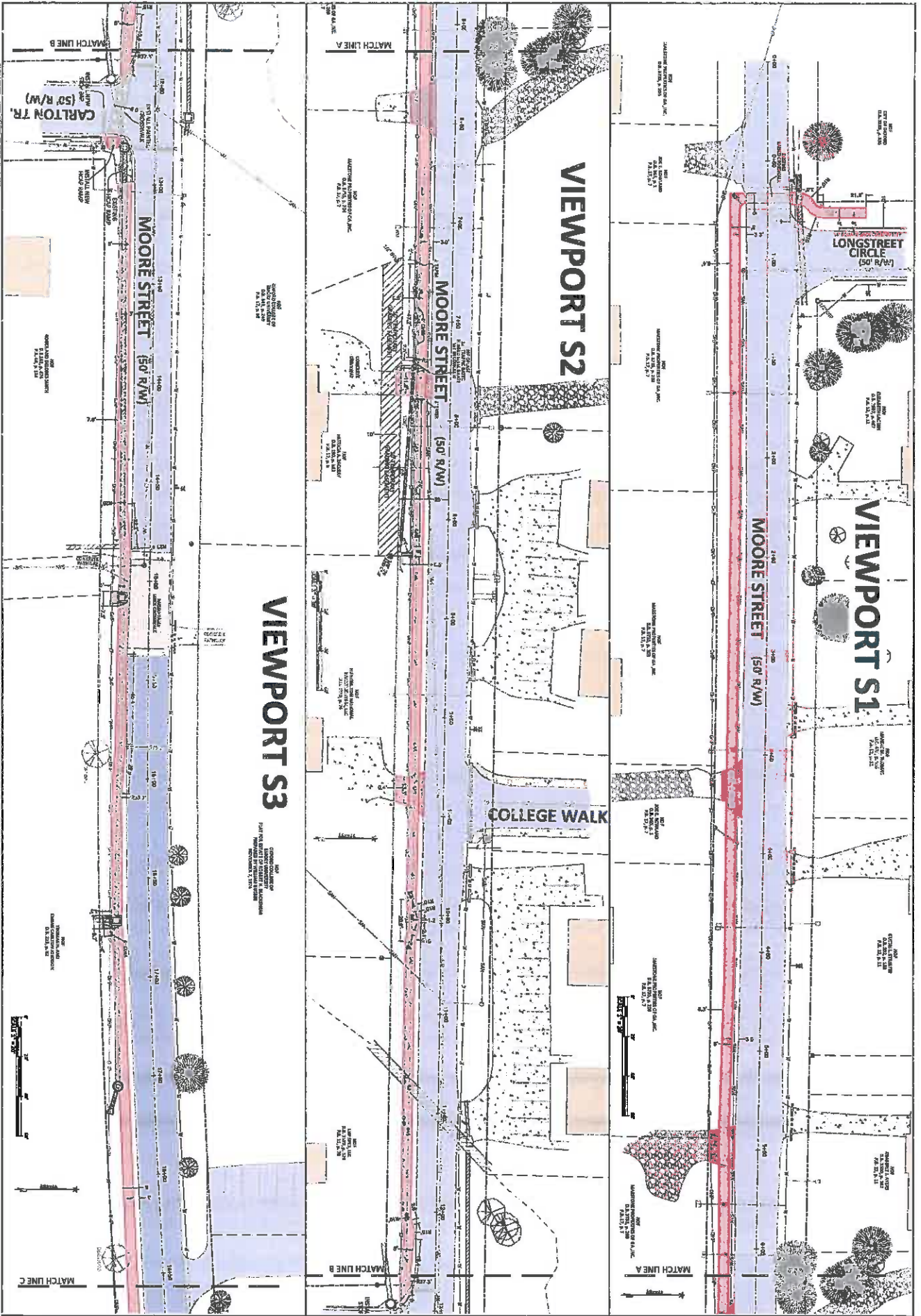


DATE	DESCRIPTION



MOORE STREET SIDEWALK DEMOLITION PLAN, PANEL D7, 10/2017





Rev	Revisions Description	Date
0	Initial Issue	08/01/22

Moore Street Sidewalk  
Oxford, Newton County, Georgia

**SITE PLAN  
PANELS S1-S3**



**JORDAN**  
ENGINEERING

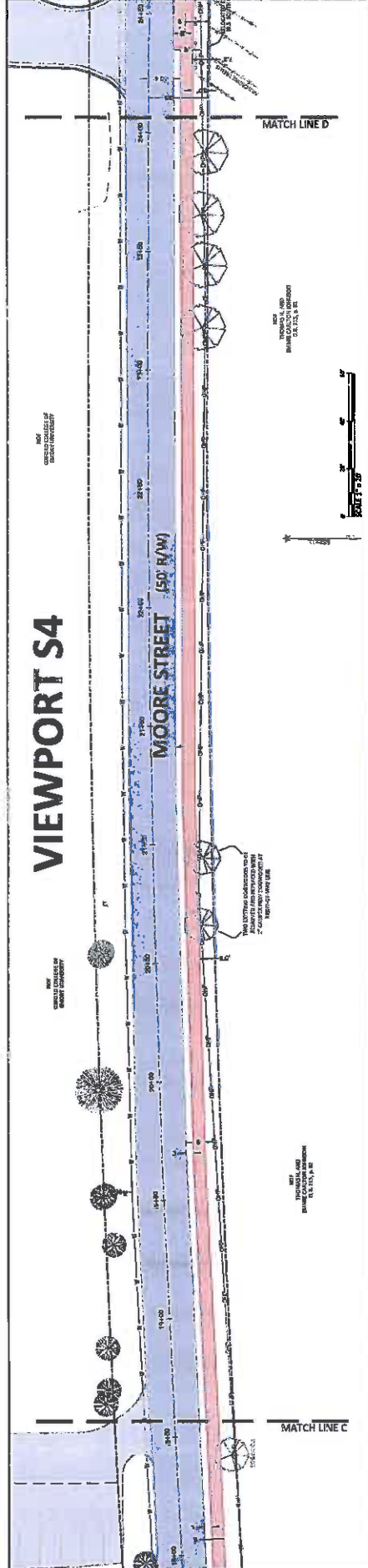
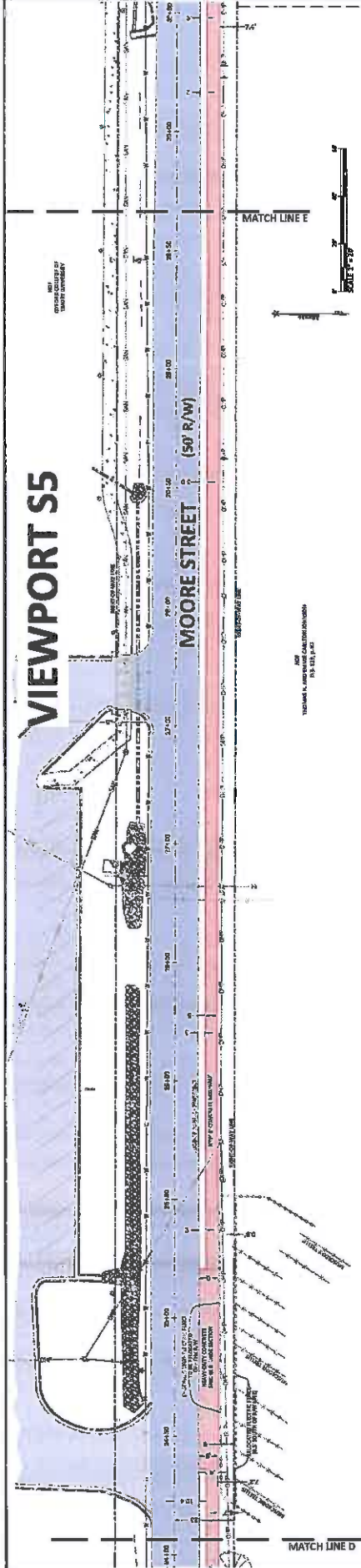
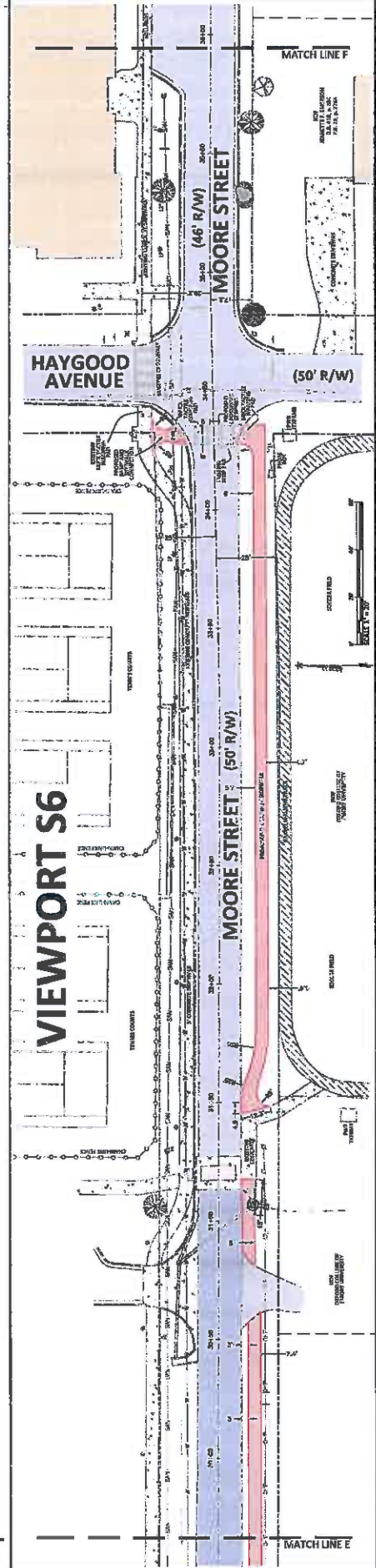
Lead Planners & Surveyors Rob, Clay, Ryan

Sheet No.  
**6**

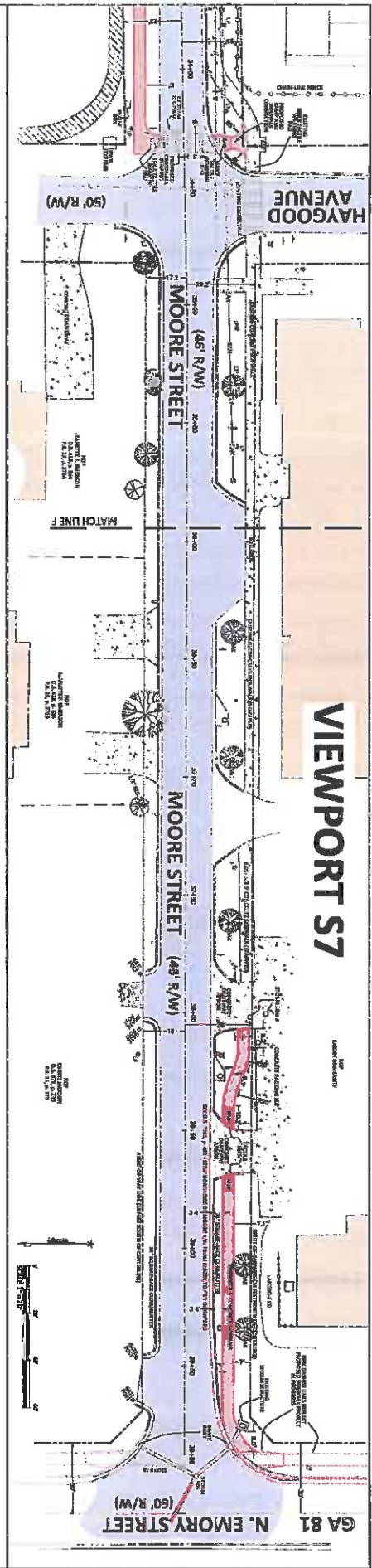
DATE	12/15/2017
BY	JORDAN ENGINEERING
CHECKED BY	JORDAN ENGINEERING
SCALE	AS SHOWN

Moore Street Sidewalk  
Oxford, Newton County, Georgia

**SITE PLAN  
PANELS S4-S6**



NOT TO SCALE - SEE EXHIBIT FOR MOORE ST. R/W



**VIEWPORT S7**

HAYGOOD AVENUE  
(50' R/W)

MOORE STREET  
(46' R/W)

MOORE STREET  
(46' R/W)

GA 81 N. EMORY STREET  
(60' R/W)



Key	Revision Description	Date
P	Initial Issue	08/04/10

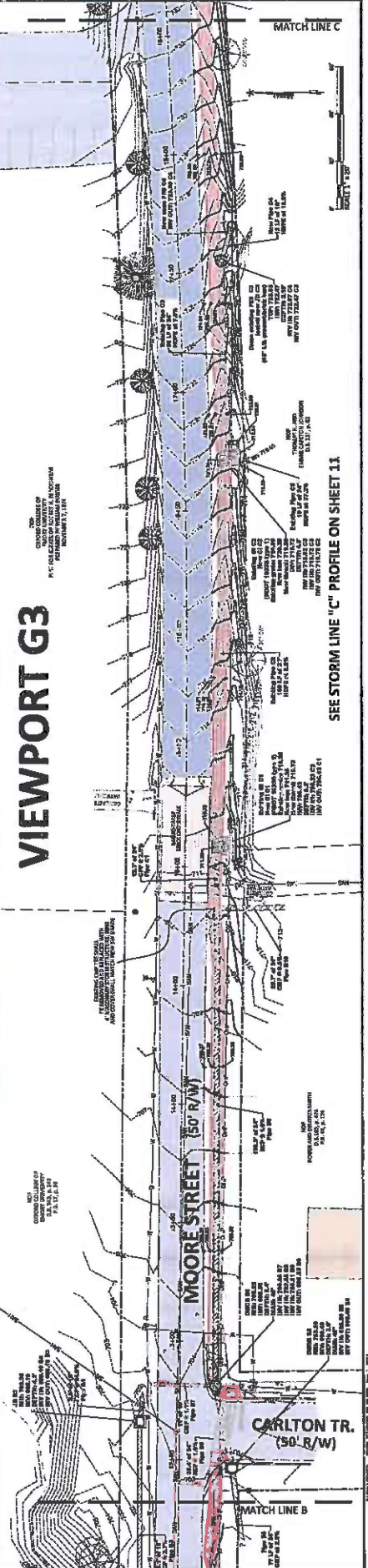
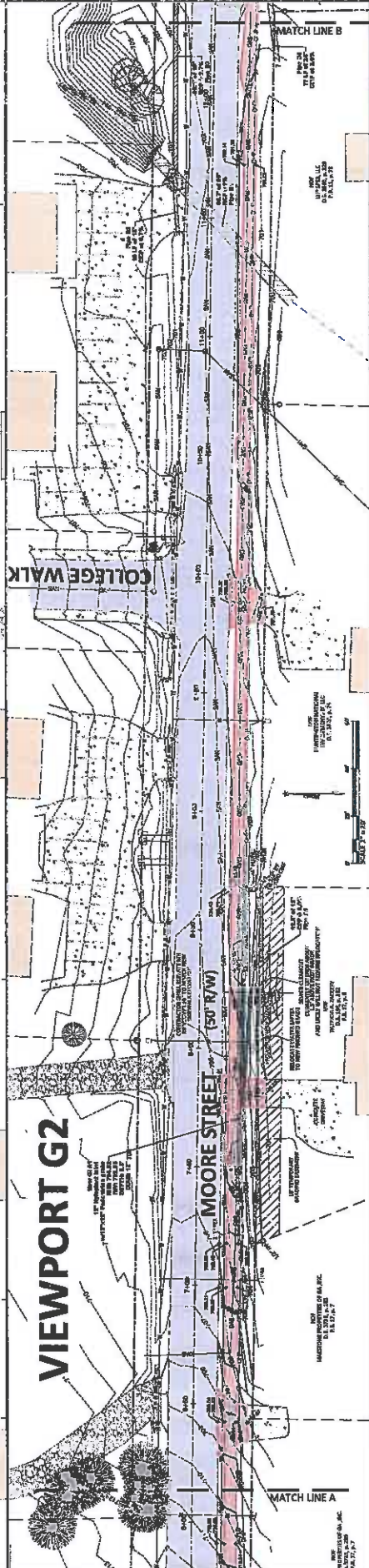
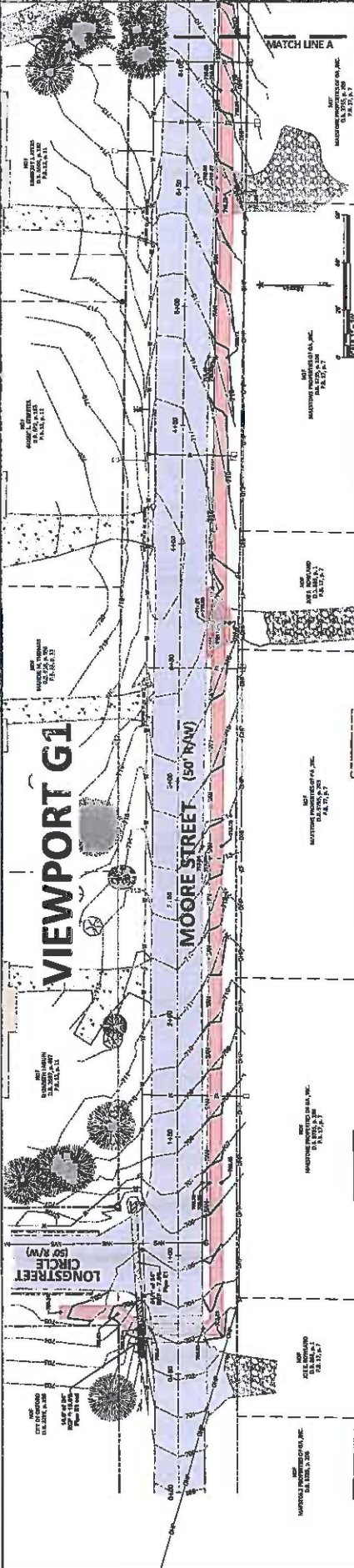
Sheet No. 8

Moore Street Sidewalk  
Oxford, Newton County, Georgia

**SITE PLAN  
PANEL S7**



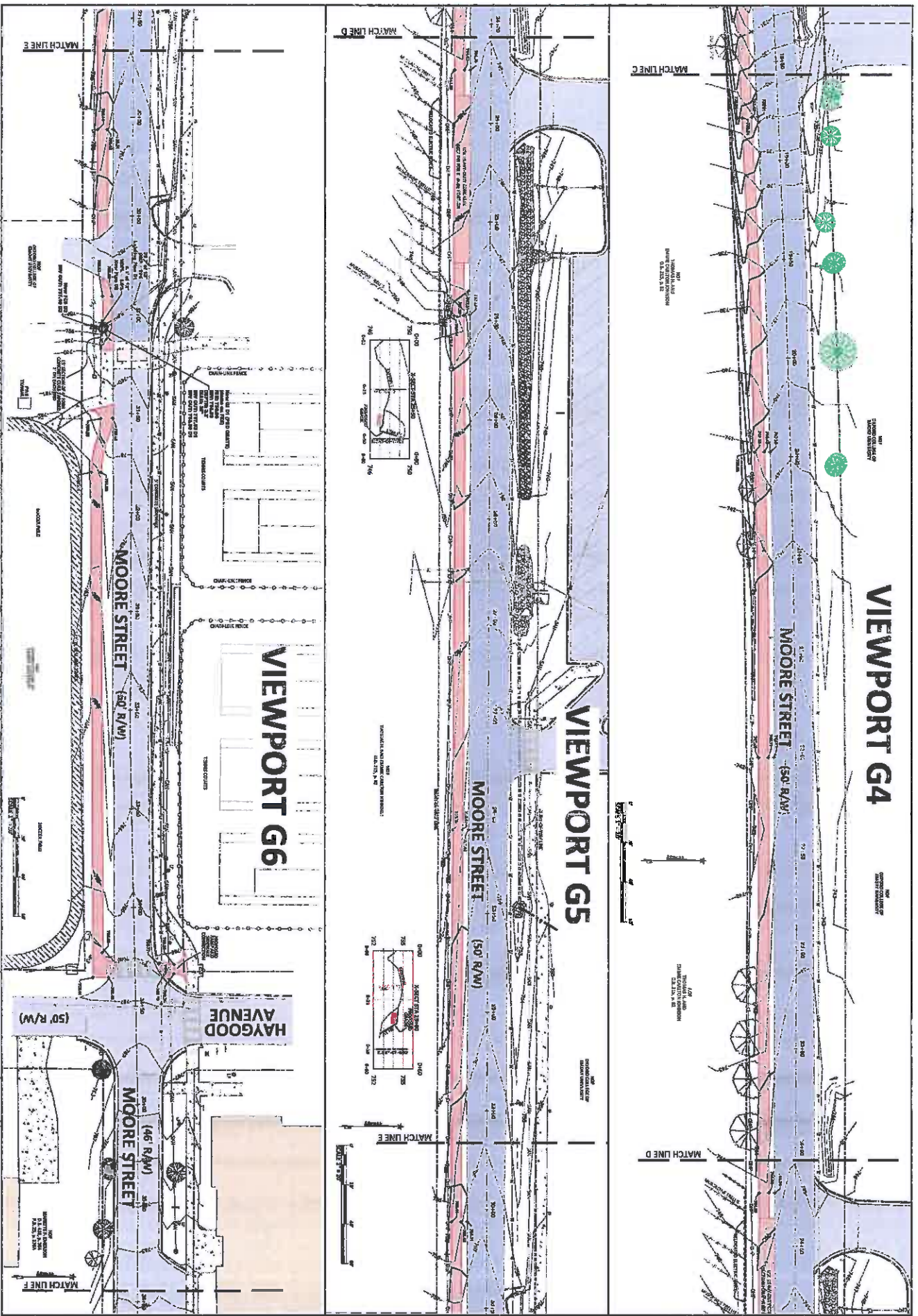




SEE STORM LINE "C" PROFILE ON SHEET 11

NOT TO SCALE





# VIEWPORT G4

# VIEWPORT G5

# VIEWPORT G6

MOORE STREET (50' R/W)

MOORE STREET (50' R/W)

MOORE STREET (50' R/W)

HAYGOOD AVENUE (50' R/W)

MOORE STREET (446' R/W)

(50' R/W)

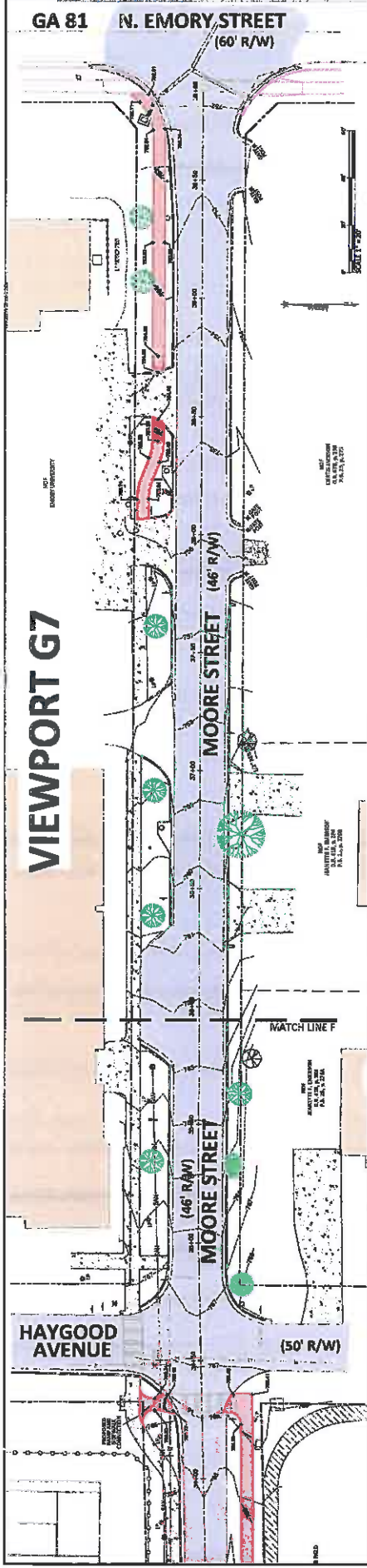
Rev	Revision Description	Date
1	ISSUED	03/13/22

Moore Street Sidewalk  
Oxford, Newton County, Georgia

## GRADING AND DRAINAGE PLAN VIEWPORTS G4-G6





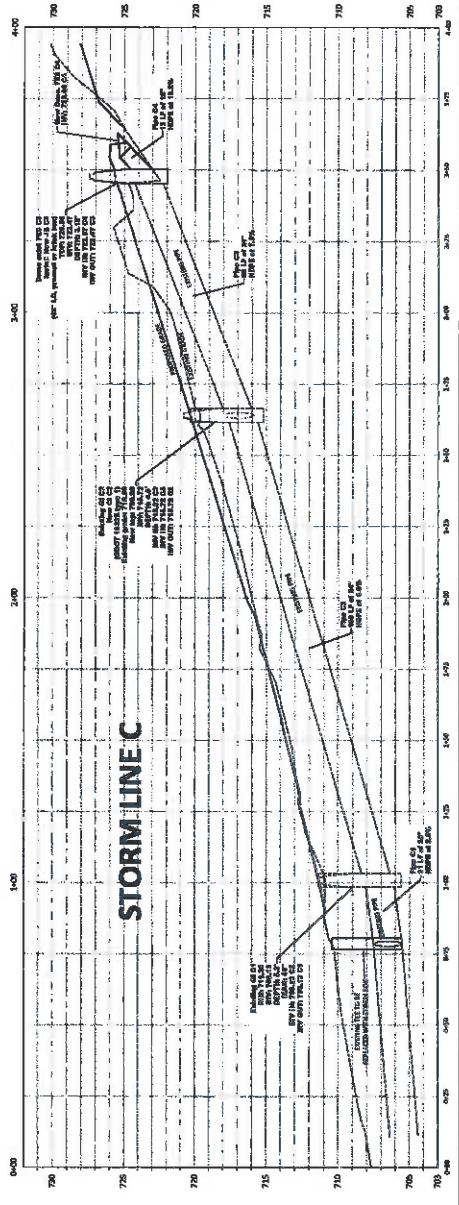


A COMPARISON OF THE EXISTING TOPO SURFACE  
VERSUS THE PROPOSED FINISHED GRADE SURFACE  
SHOWN ON THESE PLANS REVEALS THE FOLLOWING  
DATA REGARDING GROSS EARTHWORK:

CUT: 201 CY  
FILL: 424 CY  
GROSS: 223 CY IMPORT

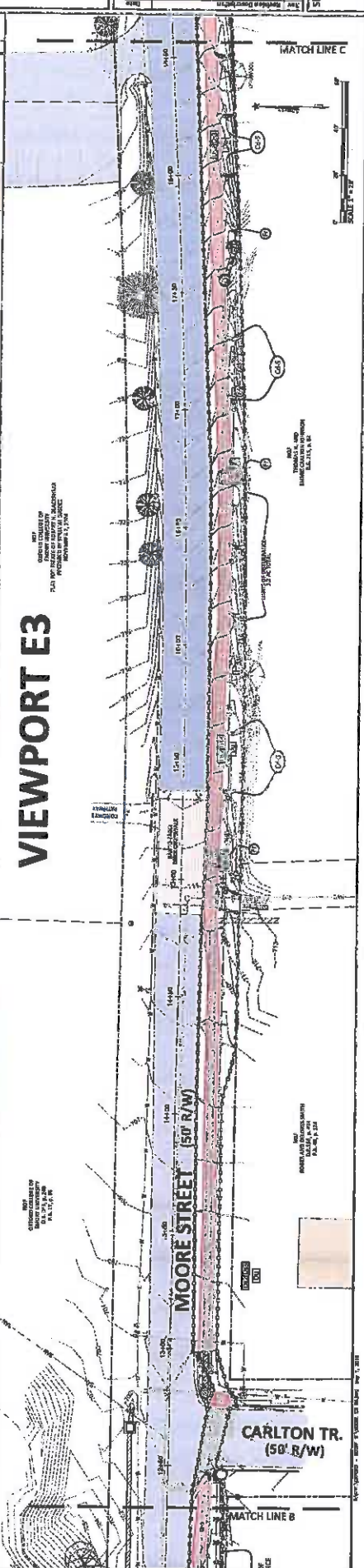
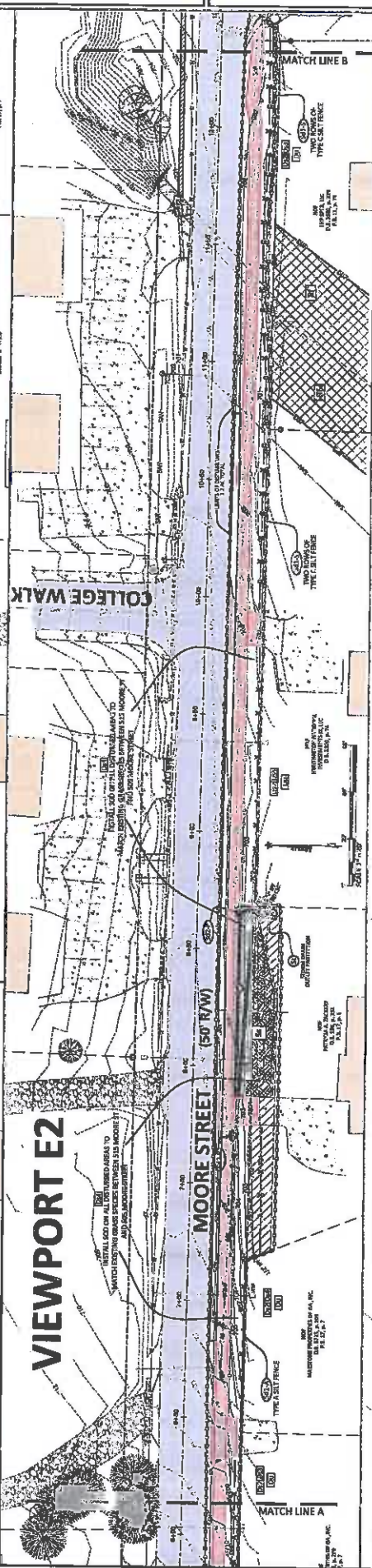
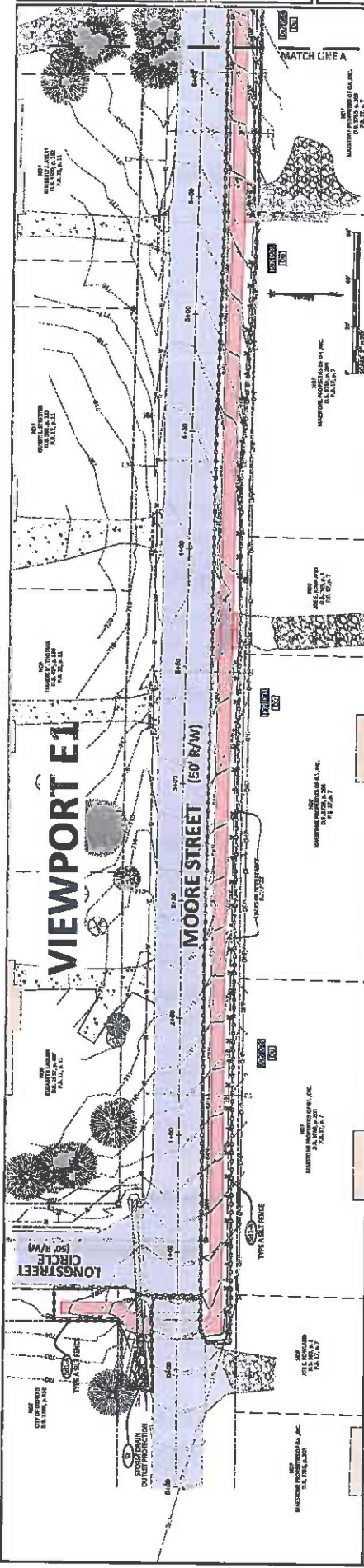
(the proposed volume of new concrete is 238 CY  
so minimal, if any, fill import is likely to be required)  
(25CY is listed on bid tabulation)

THE DIMENSIONS OF STRUCTURES AND THE  
CONTRACTOR'S CONCURRENCE CUT AND  
FILL SHOULD BE INDEPENDENTLY VERIFIED  
AND/OR EVALUATED.

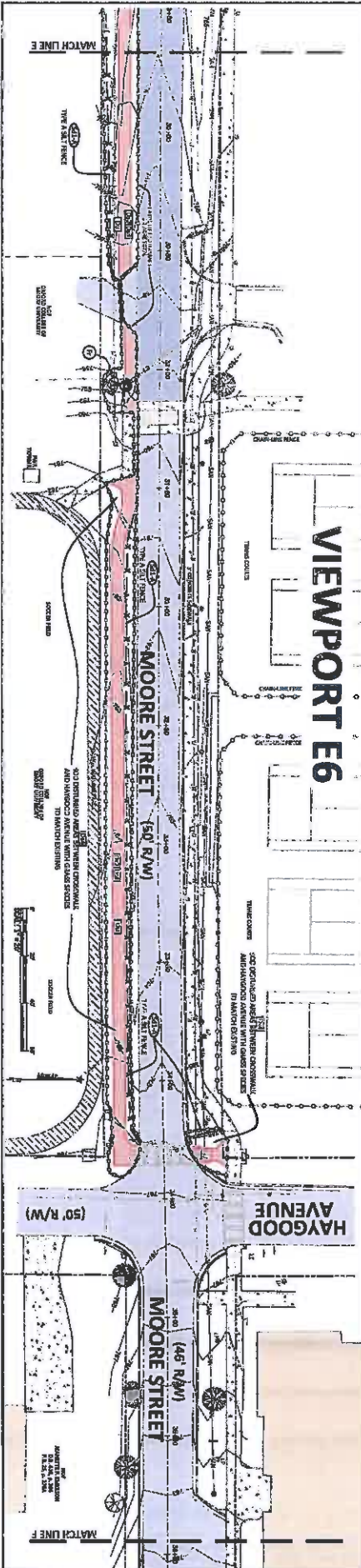
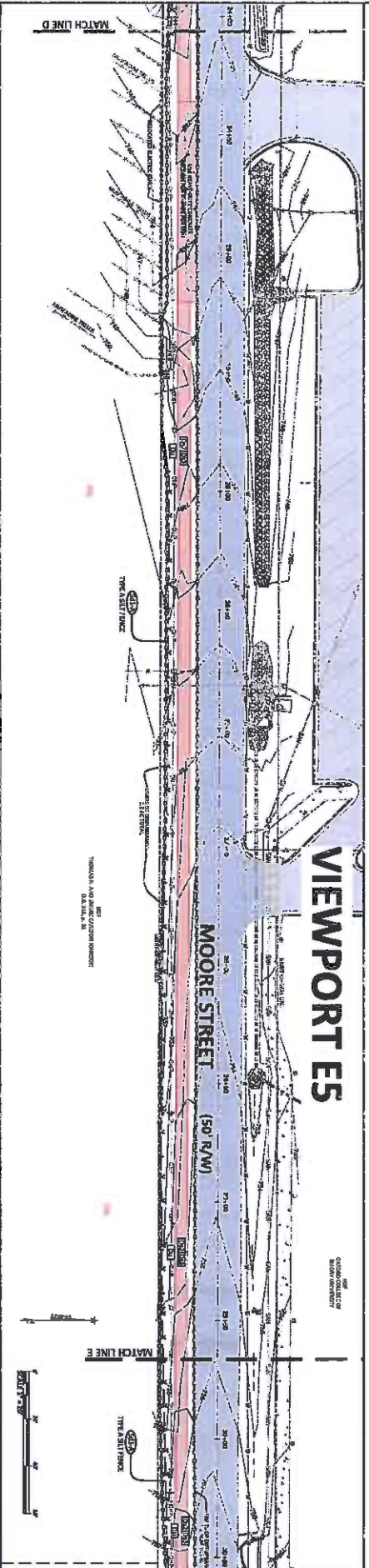
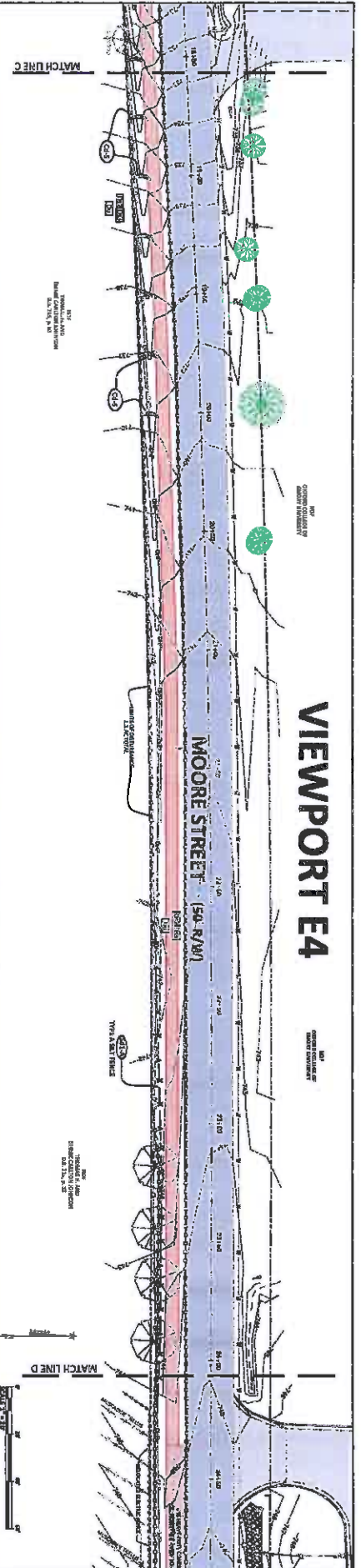












Rev	Revision Description	Date
1	Initial Issue	06/29/20

Sheet No. 14

Moore Street Sidewalk  
Oxford, Newton County, Georgia

**EROSION CONTROL PLAN  
VIEWPORTS E4-E6**







**GENERAL SITE INFORMATION:**

- 1. PROJECT NAME: MOORE STREET SIDEWALK
- 2. PROJECT LOCATION: MOORE STREET, NEWTON COUNTY, GEORGIA
- 3. PROJECT NUMBER: 2024-001

**PROJECT NARRATIVE DESCRIPTION:**

The project involves the construction of a sidewalk along Moore Street. The site is located in an urban area with existing paved surfaces and utility lines. The construction will include excavation, concrete pouring, and finishing. Erosion control measures are required to prevent sediment runoff during the construction phase.

**RECEIVING WATERS:**

The receiving waters for this project are the adjacent streets and stormwater drainage system. The project is designed to prevent any sediment or pollutants from entering the stormwater system.

**35-FOOT BUFFERS:**

A 35-foot buffer zone is established around the project site to prevent erosion and sediment runoff. This buffer zone includes the sidewalk, adjacent streets, and any existing vegetation.

**PREVENT ESCAPE OF SEDIMENT:**

Sediment control measures are implemented to prevent sediment from escaping the project site. These measures include silt fences, sediment basins, and erosion control blankets.

**ADDITIONAL MEASURES:**

Additional measures include the use of erosion control blankets, silt fences, and sediment basins. These measures are designed to prevent erosion and sediment runoff during the construction phase.

**STABILIZE EXPOSED DISTURBANCE:**

Exposed disturbance areas are stabilized using erosion control blankets and silt fences. These measures are designed to prevent erosion and sediment runoff during the construction phase.

**POLLUTION CONTROL NOTES:**

Construction activities shall be conducted in a manner that minimizes the risk of pollution. This includes the use of erosion control measures, proper disposal of waste, and the use of low-pollution equipment.

**SOIL CLEANUP AND CONTROL PRACTICES:**

Soil cleanup and control practices include the use of erosion control blankets, silt fences, and sediment basins. These measures are designed to prevent erosion and sediment runoff during the construction phase.

**HAZARDOUS WASTES:**

No hazardous wastes are present on the project site. The project is designed to prevent the generation and release of hazardous wastes.

**EROSION CONTROL SEQUENCING NARRATIVE:**

The erosion control sequencing narrative describes the order in which erosion control measures are implemented. This includes the installation of silt fences, sediment basins, and erosion control blankets.

**INSTALLATION OF SILENT PILE DRIVING:**

Installation of silent pile driving is required for the construction of the sidewalk. This involves the use of specialized equipment to drive piles into the ground.

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Installation of silent pile driving is required for the construction of the sidewalk. This involves the use of specialized equipment to drive piles into the ground.

**EROSION & SEDIMENT CONTROL NOTES:**

Erosion and sediment control measures are required to prevent erosion and sediment runoff during the construction phase. These measures include silt fences, sediment basins, and erosion control blankets.

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**NOTE: THE AREA OF DISTURBANCE FOR THIS PROJECT IS MINIMAL, AND THE AREA DISTURBED WILL BE RESTABILIZED AND SEEDED IN A VERY SHORT TIME, OFTEN ON THE SAME DAY OF DISTURBANCE. THEREFORE, WE HAVE DEPICTED ALL THREE PHASES OF EROSION CONTROL TOGETHER IN THESE PLANS.**

The contractor shall arrange for portable toilets during construction phase of work. Grassy sanitary sewer system described on sheet 5 and 12 will be installed to accommodate sewerage treatment of the completed development (City of Dorhul).

24 Hour Contact Person:  
JODY FIELD  
Phone: (404) 725-6313

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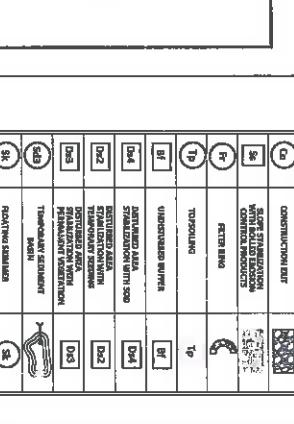
**CONSTRUCTION ACTIVITY SCHEDULE**

TYPE OF ACTIVITY	START DATE	END DATE
GENERAL SITE PREPARATION AND INSTALLATION	08/01/2024	08/05/2024
INSTALLATION OF EROSION CONTROL MEASURES	08/01/2024	08/05/2024
FOUNDATION CONSTRUCTION AND REINFORCEMENT	08/01/2024	08/05/2024
CONCRETE CASTING AND CURING	08/01/2024	08/05/2024
FINAL LANDSCAPING AND GRASSING	08/01/2024	08/05/2024
FINAL SITE CLEANUP AND DEMOLITION	08/01/2024	08/05/2024

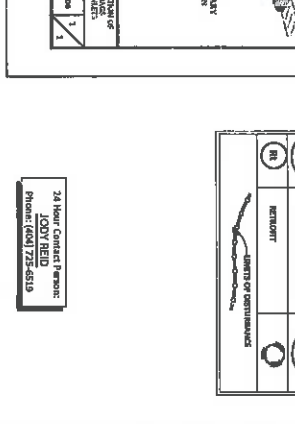
**EROSION CONTROL CHECKLIST AND SCHEDULE**

CODE	MEASURE	STATUS
01	INSTALLATION OF SILT FENCE	COMPLETE
02	INSTALLATION OF SEDIMENT BASIN	COMPLETE
03	INSTALLATION OF EROSION CONTROL BLANKET	COMPLETE
04	INSTALLATION OF SLOTTED CURB	COMPLETE
05	INSTALLATION OF SLOTTED CURB	COMPLETE
06	INSTALLATION OF SLOTTED CURB	COMPLETE
07	INSTALLATION OF SLOTTED CURB	COMPLETE
08	INSTALLATION OF SLOTTED CURB	COMPLETE
09	INSTALLATION OF SLOTTED CURB	COMPLETE
10	INSTALLATION OF SLOTTED CURB	COMPLETE
11	INSTALLATION OF SLOTTED CURB	COMPLETE
12	INSTALLATION OF SLOTTED CURB	COMPLETE
13	INSTALLATION OF SLOTTED CURB	COMPLETE
14	INSTALLATION OF SLOTTED CURB	COMPLETE
15	INSTALLATION OF SLOTTED CURB	COMPLETE
16	INSTALLATION OF SLOTTED CURB	COMPLETE
17	INSTALLATION OF SLOTTED CURB	COMPLETE
18	INSTALLATION OF SLOTTED CURB	COMPLETE
19	INSTALLATION OF SLOTTED CURB	COMPLETE
20	INSTALLATION OF SLOTTED CURB	COMPLETE

**SILT STOP ROCK BAG**



**Typical Installation Guidelines for Rolled Erosion Control Products (RECP)**









## CITY OF OXFORD

## RESOLUTION

**WHEREAS**, the State of Georgia provides that the city can create a Capital Projects Fund, and

**WHEREAS**, City Council has determined that an Electric Capital Projects Fund will account for the financial resources to be used for the acquisition or construction of major capital facilities, projects, and motor vehicles related to the city's electric infrastructure and other than those financed by proprietary funds and trust funds,

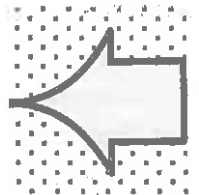
**NOW THEREFORE BE IT RESOLVED THAT:**

- 1) The City Council of the City of Oxford does hereby establish an Electric Capital Projects Fund, and
- 2) The Electric Capital Projects Fund shall be used to accumulate resources for the acquisition, construction, or improvement of fixed assets and to acquire motor vehicles and equipment related to the city's electric infrastructure only, and
- 3) The City Manager shall as part of the annual budget, and from time to time, make recommendations to City Council for the use of the Electric Capital Projects Fund resources for approved purposes, and
- 4) The City Clerk and the City Manager shall submit to City Council an annual plan for the investment of the resources within the Electric Capital Projects Fund.

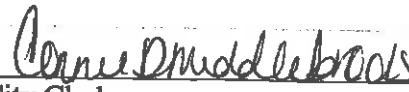
Adopted this 6<sup>th</sup> day of May, 2019.

BY:

  
\_\_\_\_\_  
Mayor



ATTEST:

  
\_\_\_\_\_  
City Clerk



**CITY OF OXFORD**

**RESOLUTION**

**WHEREAS**, the State of Georgia provides that the city can create a Capital Projects Fund, and

**WHEREAS**, City Council has determined that a Water and Sewer Capital Projects Fund will account for the financial resources to be used for the acquisition or construction of major capital facilities, projects, and motor vehicles related to the city's water and sewer infrastructure and other than those financed by proprietary funds and trust funds,

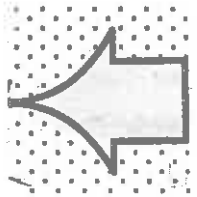
**NOW THEREFORE BE IT RESOLVED THAT:**

- 1) The City Council of the City of Oxford does hereby establish a Water and Sewer Capital Projects Fund, and
- 2) The Water and Sewer Capital Projects Fund shall be used to accumulate resources for the acquisition, construction, or improvement of fixed assets and to acquire motor vehicles and equipment related to the city's water and sewer infrastructure only, and
- 3) The City Manager shall as part of the annual budget, and from time to time, make recommendations to City Council for the use of the Water and Sewer Capital Projects Fund resources for approved purposes, and
- 4) The City Clerk and the City Manager shall submit to City Council an annual plan for the investment of the resources within the Water and Sewer Capital Projects Fund.

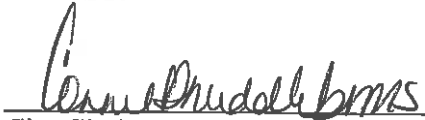
Adopted this 6<sup>th</sup> day of May, 2019.

BY:

  
 \_\_\_\_\_  
 Mayor



ATTEST:

  
 \_\_\_\_\_  
 City Clerk



***Over and Under Contractors, Inc.***  
Post Office Box 53 Suwanee, Georgia 30024  
Office (770) 682-9160 Fax (770) 682-1059 E-mail [overunde@bellsouth.net](mailto:overunde@bellsouth.net)

City of Oxford  
110 W. Clark St.  
Oxford, GA 30054

ATTN: Jody Reed

RE: Changing Out Poles and Replace Equipment

Proposal for changing out poles, replacing equipment, and changing out conductors as per plans furnished by ECG. City of Oxford to furnish all materials. Over and Under will do this work for the lump sum of \$91,601.40.

Prices for each St. Work to be completed.

#1 West Clark St.	\$27,677.60
#2 Long St. Cir.	\$34,840.00
#3 Oxford N. Rd.	\$27,700.00
#4 Willow St.	\$13,833.80

Thank you for the opportunity to bid this work.

Sincerely

Jerry T. Blackwell

March 21, 2019

# MARABLE-PIRKLE INC.

PHONE # 404-344-4411

FAX # (404) 349-4096

April 9, 2019

City of Oxford Electrical  
Mr. Jody Reid  
jreid@oxfordgeorgia.org

FROM: Mike Pirkle

PROJECT: Oxford Electrical System Pole Replacement; W. Clark St, Oxford North Road,  
Williams St at Wesley and Longstreet Cir.

**COMMENTS:**

We appreciate the opportunity to provide the following proposal for the above referenced project.

MARABLE-PIRKLE, Inc. will furnish personnel and equipment to:  
Install new power poles and pole top assemblies to support the new pole installation.  
Transfer existing overhead electrical attachments as indicated on 4 ECG prints.

Pricing has been based on:  
Projects to run concurrently.  
Digging in soil/dirt rock and/or hand digging to be addressed on an hourly bases.  
Area to be accessible by trucks and trailer.  
All material to be furnished by the city.

Installations to be performed by experienced personnel to industry standards for the proposed pricing of;

W. Clark Street	\$40,740.00
Oxford North Road	\$31,405.00
Williams St at Wesley	\$15,452.00 (includes 635' of reconductoring)
Longstreet Circle	\$40,940.00

Projects will be accomplished by experienced, well trained personnel to the highest standards as reference letters state provided by other municipals.

**Price qualifications and clarifications:**

Price firm for 30 days.

Price based on normal working hours during straight time.

Payment 30 day after invoice date. Past due invoices are subject to late fee charges.

**BEFORE JOB CAN PROCEED WE MUST RECEIVE SIGNED & DATED ACCEPTANCE WITH  
PURCHASE ORDER # AS WELL AS LOCATE #**

ACCEPTED BY:

DATE

PURCHASE ORDER #

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15B



Quote	10116695-00
Page	1
Date	03/01/19

Quote Order

Sold To: CITY OF OXFORD  
 110 W Clark St  
 Oxford, GA 30054-2274

Ship To: CITY OF OXFORD  
 105 W Watson St  
 Oxford, GA 30054-2014

Customer PO		Warehouse	SLSP	Terms	Reference		Ship Via
Quote		Gresco-Forsyth, GA		Net 30 Days			Gresco Truck
Item Number / Description			Quantity	UM	Price	Per	Extension
2	<del>HDSO-88</del> CLAMP DE STRAIGHT.25-.88 2 BOLT SPRING LOADED		15	EA	13.25	EA	198.75
3	AR-0118 ROD ARMOR 1/0 SINGLE SUP AR-0118 #1/0 SS		50	EA	6.65	EA	332.50
5	3/8HSGUY500 WIRE GUY 3/8" HS 500'COI GALV STEEL CLASS A CLASS "A"		2500	FT	0.35	FT	875.00
6	D104-6 ANCHOR PISA 10" 6000# 3/4&1" RODS MID-STRENG		32	EA	21.50	EA	688.00
7	AHD-9B-1GX-3X1-3X ARR HD 9KV W/BKT WILDLIFE CAP SILICONE BZ HEAVY DUTY 9 KV RATED WITH ISOLATOR BRACKET, GROUND LEAD DISCONNECT,NO LINE OR GROUND LEAD, WILDLIFE CAP SILICONE BRONZE HARDWARE.		32	each	24.50	each	784.00
8	J9412 BOLT OVALEYE 5/8X12" 6" THREADS J9412 JOSLYN		25	EA	4.20	EA	105.00
9	RALS-1N CLAMP ANGLE SUS .23-.75 4-397.5 #RALS-1N/AAC-301		25	EA	9.50	EA	237.50
11	J9410 BOLT OVALEYE 5/8X10" 4" THREADS J9410 JOSLYN		50	EA	3.45	EA	172.50
12	J8812 BOLT MACHINE 5/8X12" 6" THREAD 2400/PALLET		100	EA	1.20	EA	120.00

Continued

Thank you for the opportunity to serve you!



Quote Order

Quote	10116695-00
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Customer PO		Warehouse	SLIP	Terms	Reference		Ship via
Quote		Gresco-Forsyth, GA		Net 30 Days			Gresco Truck
Item Number / Description		Quantity	UM	Price	Per	Extension	
13	D1503 BRACKET STEEL T 25KV FOR CUTOUT & ARRESTER 75 TO THE CRATE	32	EA	23.00	EA	736.00	
15	J1626 CLEVIS SERVICE SWG 2"SPL J1626 JOSLYN K-11	100	EA	3.50	EA	350.00	
16	F1CS-HV-V18-RHP-1 PIN CONDUCTOR SUPPORT RIDGE PIN	7	each	38.00	each	266.00	
17	F2CS-HV-A48-VP-1 BRACKET FG 2PH VERT PIN INSULATOR BKT 1" THREAD 48"	2	each	98.00	each	196.00	
18	C1530AP CLAMP HOTLINE AGP AL 6- 336.4 TAP6-3/0 ALL PURP	25	EA	10.75	EA	268.75	
19	CBG15-100A-115-CN-10KA CUTOUT NON-LB 100A 15KV POLYMER PARALLEL GROOVE	32	each	58.50	each	1808.00	
20	DG-4544 GRIP DIST DE 1/0 ACSR PREFORM 1/0 ACSR	50	EA	2.65	EA	132.50	
21	GDE-1107 GRIP GUY DE GALV STEEL 3/8" PREFORM PRODUCT	200	EA	2.45	EA	490.00	
22	U-112-SWB-PGE GRIP CABLE SUSPENSION LEWIS U-112-SWB-PGE	5	EA	14.75	EA	73.75	
23	PG-MS-3921 GUY GUARD POLY 8' YELLOW PG-MS-3921	50	EA	2.40	EA	120.00	

Continued

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**Quote Order**

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Page	3
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Quote		Gresco-Forsyth, GA		Net 30 Days	Gresco Truck	
Item Number / Description		Quantity	UM	Price	Per	Extension
25	<b>MGA345</b> ATTACHMENT GUY MULTIPLE F/GUY WIRE & GUY STRAIN	50	EA	5.15	EA	267.50
27	<b>366S/PI23253RT</b> INS PORC PIN 15KV F-NECK 1"R GRY 366-SPP 504/PLT	25	EA	6.50	EA	162.50
28	<b>J25255.1</b> BRACKET 1 POST INSULATOR MACLEAN	1	EA	18.00	EA	18.00
30	<b>RAVEN885R-FT-G</b> COND ACSR 1/0 6/1RAVEN 885# REEL / 6095' 902035	6095	FT	0.27	FT	1645.65
31	<b>2012/VI2512</b> INS PORC SPOOL 3" 24/BX ANSI 53-2/C909-1032	72	EA	0.90	EA	64.80
32	<b>DEI-15</b> INS POLY SUSP DE 15KV SILICONE 240 PER PALLET	48	EA	9.60	EA	460.80
33	<b>GCTE15-54-OS</b> INS GUY STRAIN 54"C-T 15000# FCTE1554 C-THIMBL MUST BE 5/8" RODS	5	EA	16.45	EA	82.25
34	<b>GCTE15-78-OS</b> INS GUY STRAIN 78"C-T 15000# GCTE1578 C-THIMBL	40	EA	33.00	EA	1320.00
37	<b>J740Z</b> PIN POLE TOP 15KV 1" NYLON HD 20"LG GALVSTL	20	EA	8.45	EA	169.00
38	<b>D75D</b> ROD PISA 3/4X7 TW-EYE D75D DIXIE	35	EA	21.00	EA	735.00

**Continued**

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Quote		Gresco-Forsyth, GA		Net 30 Days	Gresco Truck	
Item Number / Description	Quantity	UM	Price	Per	Extension	
39 <del>508500</del> DF12L4 SCREW LAG 1/2X4 TWST PIL 5" HEAD EASY OUT	280	EA	0.63	EA	128.00	
40 S4425-1/0 STIRRUP BAIL HOT LINE 1/0 FOR H-TAP APPLICATION	50	EA	7.90	EA	395.00	
41 W588/615883 ROD GRD 5/8X8 CU NON-SEC 6258G13/615883/588RUS Interchange Prod: W588	5	EA	12.00	EA	60.00	
42 F1CS-MV-V13-RHP-1 PIN POLE TOP 1PH FBRGLS SUPPORT 1" PIN	7	each	23.00	each	161.00	
43 J25247.1 BOLT STUD 3/4-5/8 F/PST INS 1-3/4 LONG F/STL ARM	7	EA	3.15	EA	22.05	
45 WTF-0212 TIE WRAPLOCK 1/0 F-NECK WTF-0212 #1/0 PREFORM	50	EA	5.70	EA	285.00	
46 EZSP-4375 TIE EZ-WRAP SPOOL 1/0 PREFORM #1/0	100	EA	2.30	EA	230.00	
47 6SD.CU.TXR250C WIRE CU #6 SD INSULATED TXR SOLID RISER 250'C	250	FT	0.60	FT	150.00	
48 PM2-40 CABLE RISR SHLD PVC 2"X10' 1000/PLT	50	FT	1.80	FT	90.00	
49 CW44-6 WASHER SQUARE CURVED 4X4 - 5/8 & 3/4" CECO	50	EA	2.85	EA	142.50	

**Continued**

Thank you for the opportunity to serve you!



Quote	10116695-00
Page	5
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Customer PO		Warehouse	SLS#	Terms	Ship Via	
Quote		Gresco-Forsyth, GA		Net 30 Days	Gresco Truck	
Item Number / Description		Quantity	UM	Price	Per	Extension
50	AF1075 WASHER SQ 2-1/4X2-1/4X 3/16" W/11/16" HOLE250/B	250	each	0.30	each	75.00
51	6SD.CU315-FT WIRE CU #6 SD SPL BARE S 315' 25# SPL	315	FT	0.39	FT	122.85
52	C721N010KVA-D-E TX 7.2 120/240 1B 10KVA DOE CONV ERMCO NL28L179	1	EA	615.00	EA	615.00
53	C722N015KVA-D-E TX 7.2 120/240 2B 15KVA 15KVA	2	EA	665.00	EA	1330.00
54	C721N025KVA-D-E TX 7.2 120/240 1B 25KVA 25KVA NL69L409	2	EA	835.00	EA	1670.00
55	VERDC028DUT24N710KAPU* LIGHT LED 73W GREY T2 COMPLETE PART # VERDC028DUT24N710KAPU0215 SMALL COBRA HEAD	10	each	232.00	each	2320.00
45 Lines Total		Qty Shipped Total	11072	Total Invoice Total		20664.15
						20664.15
						11,658.00
						32,322.15

*plus poles*  
*Total* 32,322.15

Last Page

Thank you for the opportunity to serve you!

Jody Reid

15B

**From:** Cliff Stitcher <cliff.stitcher@gresco.com>  
**Sent:** Monday, March 11, 2019 9:46 AM  
**To:** Jody Reid  
**Cc:** Caleb Kirksey  
**Subject:** QUOTE FOR STREET JOBS  
**Attachments:** csti8558534.490b.Pdf

Good Morning Jody,

I hope you had a great weekend.

Please see attached quote and review it. We can make changes as needed before we make it an order if you choose to order this material. Pricing is good for 30 days and then we would have to re-quote as things change. Most of these are in stock but others have a 6 week lead time. I will list the pole pricing below.

Thank you for the opportunity.

Cliff

**Pole Pricing**

QTY	TYPE	PRICE
1	CL 4-35 FT	\$148.00 EA
14	CL 3-40 FT	\$224.00 EA <i>#3,136</i>
18	CL 2-40 FT	\$259.00 EA <i>#4,662</i>
3	CL 3-45 FT	\$264.00 EA <i>#792</i>
8	CL 2-45 FT	\$319.00 EA <i>2,552</i>
1	CL 2-50 FT	\$368.00 EA

Total poles #11,658

Quotation



STUART C IRBY BR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/19/19	S011238122
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  1

SOLD TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274

SHIP TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

ORDERED BY:

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
128681			Gregory T Blankenshi
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
Todd E Horto	02/19/19	No	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
			***** Shipping Instructions *****		
			* ESTIMATE# 686 OXFORD LONG STREET	*	
			* <u>CIRCLE</u>	*	
			* -----	*	
			* LEAD TIME = STOCK-12WKS	*	
			* -----	*	
			*****		
20EA		1	MACL HDSO47 HOT LINE DEADEND CLAMP AL SIDE OPENING .19-.47" #6-2/0 ACSR	11.200EA	224.00
15EA		2	MACL HDSO-88 2/0-556 AL DE CLAMP	13.500EA	202.50
750FT		3	GUY 3/8 UG CLS-A 250' COIL A475	320.000M	240.00
12EA		4	MACL D104-6 10" HELIX ANCHOR FOR 3/4 -1" ROD STANDARD DUTY 6000# TORQUE RATING	24.250EA	291.00
13EA		5	MACL ZHP010-0000000 10KV SRG ARST	34.750EA	451.75
25EA		6	*POHA P9410 5/8 X 10 OVAL EYE BOLT	2.400EA	60.00
100EA		7	*POHA P8812 5/8 X 12 MACHINE BOLT HO	1.150EA	115.00
50EA		8	*POHA P8810 5/8 X 10 MACHINE BOLT	1.000EA	50.00
13EA		9	*SFRM SF-12L SINGLE PHASE 25KV ARRESTER/CUTOUT T-BRACKET	14.950EA	194.35
24EA		10	*POHA P1300 DEAD END CEVIS HOT DIP G	3.500EA	84.00
25EA		11	BLAC HLC2100 HOT LINE CLAMP	7.400EA	185.00
13EA		12	*POHA SIL115-195-PN 15KVA CUTOUT WITH PARALLEL GROVE CLAMP AND NEMA BRKT	61.750EA	802.75
50EA		13	*HELI HD-522 DEADEND DIST GRIP	2.250EA	112.50
*** Continued on			Next Page ***		



**Quotation**

**STUART C IRBY BR743 KENNESAW  
1025-A COBB INTERNATIONAL PLACE  
SUITE A  
KENNESAW GA 30152  
770-422-1005 Fax 770-427-8455**

QUOTE DATE	ORDER NUMBER
02/19/19	S011238122
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  2

**SOLD TO:  
CITY OF OXFORD  
110 W. CLARK STREET  
OXFORD, GA 30054-2274**

**SHIP TO:  
CITY OF OXFORD  
110 W. CLARK STREET  
OXFORD, GA 30054-2274  
770-786-7004**

**ORDERED BY:**

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
128681						Gregory T Blankenshi	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Todd E Horto		02/19/19		No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
100EA		14	*HELL HG-210-3/8 DEADEND GUY GRIP	2.600EA	260.00		
1EA		15	*CEMO 70380343 CM WILDLIFE BIRDCUARD	4.250EA	4.25		
25EA		16	*ELEM 707YTIE 8' YELLOW GUY GUARD	2.400EA	60.00		
50EA		17	MACL J6555 5/8 GUY ATTACHMENT MALLEABLE STEEL 50/BOX	4.750EA	237.50		
24EA		18	*POPR 366-S LOW VLG PINTYPE INSLT ANSI 55-4	390.000C	93.60		
50EA		19	*POHA P532G P53-2G POWER LINE	0.580EA	29.00		
18EA		20	*POHA P8215-S 15KV POLYMER SUSPENSION INSULATOR	8.950EA	161.10		
20EA		21	MACL GCC1578R2 CLEVIS W/2 ROLLERS	27.650EA	553.00		
50EA		22	*PEUN GSE-C1-TN TRANSFORMER GROUNDING LUG; TIN PLATED	1.900EA	95.00		
10EA		23	*AMEL 115-15S-RN-120-R2-DA-EC 150 WATT HPS 120V COBRAHEAD LUMINAIRE W/ FER; ENCAPSULATED PLUG-IN CAPACITOR, GRAY IN COLOR	69.500EA	695.00		
1EA		24	*GE QAMW754 (5501AB0015) 15KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH	582.000EA	582.00		
15EA		25	MACL J740Z PIN PT W/NA THD	8.250EA	123.75		
12EA		26	MACL D75D 3/4X7 TWINEYE ANCHOR ROD	22.500EA	270.00		
200EA		27	MACL J0754TP 1/2X4 LAG SCREW TWIST DRIVE, DRIVE POINT	0.690EA	138.00		
50EA		28	MACL HLS-2/0 HL STIRRUP	11.250EA	562.50		
25EA		29	MACL D6562A ANCHOR EYENUT POWER SCREW	8.750EA	218.75		
*** Continued on Next Page ***							



**Quotation**

STUART C IRBY RR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/19/19	S011238122
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30386	PAGE NO.  3

**SOLD TO:**  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274

**SHIP TO:**  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
128681						Gregory T Blankenshi	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Todd E Horto		02/19/19		No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UM	Ext Amt		
250FE		30	COND 6 SD POLY RISER SOL TRANS 250FT	540.000M	135.00		
50EA		31	MACL CW-44-6 4X4 CURV WASHER	2.800EA	140.00		
200EA		32	MACL J1075 3/16X2-1/4 SQ WASHER 11/16 HOLE	0.300EA	60.00		

*Handwritten:*  
~~27,089.75~~  
 plus poles \$11,658  
 Total project materials \$38,747.75

**\* This is a quotation \***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	7431.30
S&E CHGS	0.00
Sales Tax	0.00
<b>TOTAL</b>	<b>7431.30</b>

\*\* Reprint \*\* Reprint \*\* Reprint \*\*



Quotation

STUART C IRBY BR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/19/19	S011238132
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  1

SOLD TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274

SHIP TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

ORDERED BY:

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON		
128681			Gregory T Blankenshi		
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA		
Todd E Horto	02/19/19	No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
			***** Shipping instructions *****		
			* ESTIMATE# 683 OXFORD NORTH ROAD	*	
			* LEAD TIME = STOCK-12WKS	*	
			*****		
25EA		1	MACL RALS-1N #4 ANGLE SUSP CL	11.400EA	285.00
20EA		2	MACL HD5047 HOT LINE DEADEND CLAMP AL SIDE OPENING .19 -.47" #6-2/0 ACSR	11.200EA	224.00
750FT		3	GUY 3/8 UG CLS-A 250' COIL A475	320.000M	240.00
12EA		4	MACL D104-6 10" HELIX ANCHOR FOR 3/4 -1" ROD STANDARD DUTY 6000# TORQUE RATING	24.250EA	291.00
10EA		5	MACL ZHP010-0000000 10KV SRG ARST	34.750EA	347.50
25EA		6	*POHA P9410 5/8 X 10 OVAL EYE BOLT	2.400EA	60.00
25EA		7	*POHA P9412 5/8 X 12 OVAL EYE BOLT	2.500EA	62.50
50EA		8	MACL J8812 5/8X12 MACHINE BOLT	1.220EA	61.00
10EA		9	MACL J25255.1 BRKT LINE POST	17.150EA	171.50
10EA		10	*SFRM SF-12L SINGLE PHASE 25KV ARRESTER/CUTOUT T-BRACKET	14.950EA	149.50
24EA		11	*POHA P1300 DEAD END CEVIS HOT DIP G	3.500EA	84.00
10EA		12	*POHA SIL115-195-PN 15KVA CUTOUT WITH PARALLEL GROVE CLAMP AND NEMA BRKT	61.750EA	617.50
50EA		13	*HELI HD-522 DEADEND DIST GRIP	2.250EA	112.50
100EA		14	*HELI HG-210-3/8 DEADEND GUY GRIP	2.600EA	260.00
*** Continued on Next Page ***					





**Quotation**

**STUART C IRBY BR743 KENNESAW  
1025-A COBB INTERNATIONAL PLACE  
SUITE A  
KENNESAW GA 30152  
770-422-1005 Fax 770-427-8455**

QUOTE DATE	ORDER NUMBER
02/19/19	S011238132
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  2

**SOLD TO:  
CITY OF OXFORD  
110 W. CLARK STREET  
OXFORD, GA 30054-2274**

**SHIP TO:  
CITY OF OXFORD  
110 W. CLARK STREET  
OXFORD, GA 30054-2274  
770-786-7004**

**ORDERED BY:**

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
128681			Gregory T Blankenshi
INSIDE SALESPERSON	REQD DATE	FRIGHT ALLMD	SHIP VIA
Todd E Horto	02/19/19	No	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UM	Ext Amt
3EA		15	*DCDD 00800-098 SUPPORT GRIP FOR 1.00-1.24" CABLE	27.650EA	82.95
25EA		16	*ELEM 707YTIE 8' YELLOW GUY GUARD	2.400EA	60.00
50EA		17	MACL J6555 5/8 GUY ATTACHMENT MALLEABLE STEEL 50/BOX	4.750EA	237.50
12EA		18	*POPR 366-S LOW VLG PINTYPE INSLT ANSI 55-4	390.000C	46.80
50EA		19	*POHA P532G P53-2G POWER LINE	0.580EA	29.00
18EA		20	*POHA P6215-S 15KV POLYMER SUSPENSION INSULATOR	8.950EA	161.10
10EA		21	MACL GCC15-60R2 GUY STRAIN INSULATOR 15000# 60" LONG WITH ROLLER ON EACH END	27.500EA	275.00
20EA		22	MACL GCC1578R2 CLEVIS W/2 ROLLERS	27.650EA	553.00
200EA		23	MACL J3316P 4-3/4 DRIVE HOOK	0.850EA	170.00
15EA		24	MACL J740Z PIN PT W/NA THD	8.250EA	123.75
11EA		25	MACL D75D 3/4X7 TWINEYE ANCHOR ROD	22.500EA	247.50
200EA		26	MACL J8754TP 1/2X4 LAG SCREW TWIST DRIVE, DRIVE POINT	0.690EA	138.00
500EA		27	*ELEM 106 LAG SCREW 1/4" X 2" UGUARD FASTNER	0.150EA	75.00
100EA		28	MACL J25247.1 SHRT LINE POST STUD 5/8 X 1-3/4"	3.250EA	325.00
25EA		29	MACL D6562A ANCHOR EYENUT POWER SCREW	8.750EA	218.75
*** Continued on Next Page ***					



STUART C IRBY BR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW, GA 30152  
 770-422-1005 Fax 770-427-8455

Quotation

QUOTE DATE	ORDER NUMBER
02/19/19	S011238132
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30364	PAGE NO.  3

SOLD TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274

SHIP TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
128681						Gregory T Blankenshi	
INSIDE SALESPERSON			REQD DATE	FRIGHT ALLWD	SHIP VIA		
Todd E Horto			02/19/19	No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
5LN		30	*ELEM PEZUGI0ST U-GUARD 2" X 10FT HDPE (1500' PER PALLET) (PRICE PER LENGTH) (ALT UOM PER FT) (1LN=10FT) (1EA=1 LENGTH)			9.250LN	46.25
50EA		31	MACL CW-44-6 4X4 CURV WASHER			2.800EA	140.00
200EA		32	MACL J1075 3/16X2-1/4 SQ WASHER 11/16 HOLE			0.300EA	60.00

\* This is a quotation \*

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	5955.60
S&H CHGS	0.00
Sales Tax	0.00
<b>TOTAL</b>	<b>5955.60</b>

\*\* Reprint \*\* Reprint \*\* Reprint \*\*



Quotation

STUART C IRBY BR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/19/19	S011238137
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  1

SOLD TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274

SHIP TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

ORDERED BY:

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON		
128681			Gregory T Blankenshi		
INSIDE SALESPERSON	REQD DATE	FRIGHT ALLUD	SHIP VIA		
Todd E Horto	02/19/19	No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
			***** Shipping Instructions *****		
			* ESTIMATE# 579 OXFORD WILLIAMS ST	*	
			* LEAD TIME = STOCK - 12WKS	*	
			*****		
20EA		1	MACL HDSO47 HOT LINE DEADEND CLAMP AL SIDE OPENING .19 -.47" #6-2/0 ACSR	11.200EA	224.00
50EA		2	*HELI AAR-522 ARMOR ROD 1/0-6/1 ACSR 52" LONG 50/BOX	5.950EA	297.50
250FT 4EA		3	GUY 3/8 UG CLS-A 250' COIL A475	320.000M	80.00
		4	MACL D104-6 10" HELIX ANCHOR FOR 3/4 -1" ROD STANDARD DUTY 6000# TORQUE RATING	24.250EA	97.00
5EA		5	MACL ZHP010-0000000 10KV SRG ARST	24.250EA	121.25
25EA		6	*POHA P9412 5/8 X 12 OVAL EYE BOLT	2.500EA	62.50
50EA		7	*POHA P8812 5/8 X 12 MACHINE BOLT HO	1.220EA	61.00
5EA		8	*SFRM SF-12L SINGLE PHASE 25KV ARRESTER/CUTOUT T-BRACKET	14.950EA	74.75
12EA		9	*POHA P1300 DEAD END CEVIS HOT DIP G	3.500EA	42.00
25EA		10	BLAC HLC2108 HOT LINE CLAMP	7.400EA	185.00
50EA		11	MACL ACTS-084 CLMP TOP INSL CLMP	9.350EA	467.50
5EA		12	*POHA SIL115-195-PN 15KVA CUTOUT WITH PARALLEL GROVE CLAMP AND NEMA BRKT	61.750EA	308.75
50EA		13	*HELI HD-522 DEADEND DIST GRIP	2.250EA	112.50
***	Continued on		Next Page ***		



Quotation

STUART C IRBY BR743 KENNESAW  
 1025-A CORB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/19/19	S011238137
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	2

**SOLD TO:**  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274

**SHIP TO:**  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
128681						Gregory T Blankenshi	
INSIDE SALESPERSON		REQD DATE		FRIGHT ALLWD		SHIP VIA	
Todd E Horto		02/19/19		No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UCM	Ext Amt		
50EA		14	*HELI HG-210-3/8 DEADEND GUY GRIP	2.600EA	130.00		
1EA		15	*CEMO 70380343 CM WILDLIFE BIRDCUARD	4.250EA	4.25		
25EA		16	*ELEM 707YTIE 8' YELLOW GUY GUARD	2.400EA	60.00		
50EA		17	MACL J6555 5/8 GUY ATTACHMENT MALLEABLE STEEL 50/BOX	4.750EA	237.50		
12EA		18	*POPR 366-S LOW VLG PINTYPE INSLT ANSI 55-4	390.000C	46.80		
50EA		19	*POHA P532G P53-2G POWER LINE	0.580EA	29.00		
18EA		20	*POHA P8215-S 15KV POLYMER SUSPENSION INSULATOR	8.950EA	161.10		
10EA		21	MACL GCC15-60R2 GUY STRAIN INSULATOR 15000# 60" LONG WITH ROLLER ON EACH END	27.500EA	275.00		
50EA		22	*PEUN GSE-C1-TN TRANSFORMER GROUNDING LUG; TIN PLATED	1.900EA	95.00		
1EA		23	*GE 5501AB0010 GE 10KVA 2-BUSH CON- TRANSFORMER 7200/12470Y - 120/240 VOLTS	556.000EA	556.00		
885LB		24	COND ACSR 1/0 RAVEN 885LB REEL  885LBS = 6095FT	175.000C	1548.75		
15EA		25	MACL J740Z PIN PT W/NA THD	8.250EA	123.75		
2EA		26	MACL D75D 3/4X7 TWINEYE ANCHOR ROD	22.500EA	45.00		
4EA		27	GALV 6258 5/8X8 CU CTD GND ROD	11.750EA	47.00		
200EA		28	MACL J8754TP 1/2X4 LAG SCREW TWIST DRIVE, DRIVE POINT	0.690EA	138.00		
*** Continued on		Next Page ***					



**Quotation**

**STUART C IRBY BR743 KENNESAW  
1025-A COBB INTERNATIONAL PLACE  
SUITE A  
KENNESAW GA 30152  
770-422-1005 Fax 770-427-8455**

QUOTE DATE	ORDER NUMBER
02/19/19	S011238137
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  3

**SOLD TO:  
CITY OF OXFORD  
110 W. CLARK STREET  
OXFORD, GA 30054-2274**

**SHIP TO:  
CITY OF OXFORD  
110 W. CLARK STREET  
OXFORD, GA 30054-2274  
770-786-7004**

**ORDERED BY:**

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
128681						Gregory T Blankenshi	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLMD		SHIP VIA	
Todd E Horto		02/19/19		No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
50EA		29	MACL HLS-2/0 HL STIRRUP	11.250EA	562.50		
50EA		30	*HELI HSPT-022 SPOOL TIE FOR 1/0 6/1 ACSR	3.750EA	187.50		
25EA		31	MACL D6562A ANCHOR EYENUT POWER SCREW	8.750EA	218.75		
25LB		32	UTBC 6 SD BARE SOL 25LB SPOOL	450.000C	112.50		
250FT		33	COND 6 SD POLY RISER SOL TRANS 250FT	540.000M	135.00		
50EA		34	MACL CW-44-6 4X4 CURV WASHER	2.800EA	140.00		
200EA		35	MACL J1075 3/16X2-1/4 SQ WASHER 11/16 HOLE	0.300EA	60.00		

**\* This is a quotation \***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

<b>Subtotal</b>	<b>7047.15</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Sales Tax</b>	<b>0.00</b>
<b>TOTAL</b>	<b>7047.15</b>

**\*\* Reprint \*\* Reprint \*\* Reprint \*\***



Quotation

STUART C IRBY BR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/19/19	S011238108
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  1

SOLD TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274

SHIP TO:  
 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

ORDERED BY:

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
128681			Gregory T Blankenshi
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
Todd E Horto	02/19/19	No	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
			***** Shipping Instructions *****		
			* ESTIMATE# 684 OXFORD WEST CLARK ST	*	
			* ----- *	*	
			* LEAD TIME = STOCK-12WKS	*	
			* ----- *	*	
			*****		
20EA		1	MACL HDSO47 HOT LINE DEADEND CLAMP AL SIDE OPENING .19 -.47" #6-2/0 ACSR	11.200EA	224.00
750FT		2	GUY 3/8 UG CLS-A 250' COIL A475	320.000M	240.00
12EA		3	MACL D104-6 10" HELIX ANCHOR FOR 3/4 -1" ROD STANDARD DUTY 6000# TORQUE RATING	24.250EA	291.00
50EA		4	MACL J8812 5/8X12 MACHINE BOLT	1.220EA	61.00
4EA		5	MACL ZHP010-0000000 10KV SRG ARST	34.750EA	139.00
25EA		6	*POHA P9410 5/8 X 10 OVAL EYE BOLT	2.400EA	60.00
25EA		7	*POHA P9412 5/8 X 12 OVAL EYE BOLT	2.500EA	62.50
100EA		8	*POHA P8812 5/8 X 12 MACHINE BOLT HO	1.150EA	115.00
4EA		9	*SFRM SF-12L SINGLE PHASE 25KV ARRESTER/CUTOUT T-BRACKET	14.950EA	59.80
24EA		10	*POHA P1300 DEAD END CEVIS HOT DIP G	3.500EA	84.00
25EA		11	BLAC HLC2108 HOT LINE CLAMP	7.400EA	185.00
4EA		12	*POHA SIL115-195-PN 15KVA CUTOUT WITH PARALLEL GROVE CLAMP AND NEMA BRKT	61.750EA	247.00
50EA		13	*HELI HD-522 DEADEND DIST GRIP	2.250EA	112.50
50EA		14	*HELI HG-210-3/8 DEADEND GUY GRIP	2.600EA	130.00
***	Continued	on	Next Page ***		



**Quotation**

STUART C IRBY BR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/19/19	S011238108
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  2

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 CITY OF OXFORD  
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 CITY OF OXFORD  
 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

**ORDERED BY:**

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
128681						Gregory T Blankenshi	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Todd E Horto		02/19/19		No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
2EA		15	*DCDD 00800-098 SUPPORT GRIP FOR 1.00-1.24" CABLE	28.750EA	57.50		
2EA		16	*CEMO 70380343 CM WILDLIFE BIRDCUARD	4.250EA	8.50		
25EA		17	*ELEM 707YTIE 8' YELLOW GUY GUARD	2.400EA	60.00		
50EA		18	MACL J6555 5/8 GUY ATTACHMENT MALLEABLE STEEL 50/BOX	4.750EA	237.50		
12EA		19	*POPR 366-S LOW VLG PINTYPE INSLT ANSI 55-4	390.000C	46.80		
50EA		20	*POHA P532G P53-2G POWER LINE	0.580EA	29.00		
18EA		21	*POHA P8215-S 15KV POLYMER SUSPENSION INSULATOR	8.950EA	161.10		
20EA		22	MACL GCC1578R2 CLEVIS W/2 ROLLERS	27.650EA	553.00		
200EA		23	MACL J3316P 4-3/4 DRIVE HOOK	0.850EA	170.00		
50EA		24	*PEUN GSE-C1-TN TRANSFORMER GROUNDING LUG; TIN PLATED	1.900EA	95.00		
1EA		25	*GE QAMW754 (5501AB0015) 15KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH	582.000EA	582.00		
2EA		26	*GE QAMW755 (5501AB0025) 25KVA XFM CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH	712.000EA	1424.00		
15EA		27	MACL J740Z PIN PT W/NA THD	8.250EA	123.75		
7EA		28	MACL D75D 3/4X7 TWINEYE ANCHOR ROD	22.500EA	157.50		
200EA		29	MACL J8754TP 1/2X4 LAG SCREW TWIST DRIVE, DRIVE POINT	0.690EA	138.00		
20EA		30	BLAC SCO21 COMP STIRRUP	7.750EA	155.00		
*** Continued on Next Page ***							



**Quotation**

STUART C IRBY BR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
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 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
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REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO.  3

**SOLD TO:**  
 CITY OF OXFORD  
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**SHIP TO:**  
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 110 W. CLARK STREET  
 OXFORD, GA 30054-2274  
 770-786-7004

**ORDERED BY:**

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
128681						Gregory T Blankenshi	
INSIDE SALESPERSON		REQD DATE		FRIGHT ALLWD		SHIP VIA	
Todd E Horto		02/19/19		No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
25EA		31	MACL D6562A ANCHOR EYENUT POWER SCREW	8.750EA	218.75		
10LN		32	*ELEM PE2UG10ST U-GUARD 2" X 10FT HDPE (1500' PER PALLET) (PRICE PER LENGTH) (ALT UOM PER FT) (1LN=10FT) (1EA=1 LENGTH)	9.250LN	92.50		
250FT		33	COND 6 SD POLY RISER SOL TRANS 250FT	540.000M	135.00		
50EA		34	MACL CW-44-6 4X4 CURV WASHER	2.800EA	140.00		
200EA		35	MACL J1075 3/16X2-1/4 SQ WASHER 11/16 HOLE	0.300EA	60.00		

**\* This is a quotation \***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	6655.70
S&H CHGS	0.00
Sales Tax	0.00
<b>TOTAL</b>	<b>6655.70</b>

\*\* Reprint \*\* Reprint \*\* Reprint \*\*



16A

Invoice



Remit payment to:  
Bureau Veritas North America  
13905 Collections Center Drive  
Chicago, IL 60693-0130  
Tel: 954.236.8100  
Tax ID# 06-1689244

Remit ACH Transfers to:  
ABA Routing Number 121000358  
Account Number: 14594-11058

Remit Wire Transfers to:  
ABA Routing Number 026009593  
Account Number: 14594-11058  
Swift Code BOFAUS3N

April 12, 2019  
Project No: 37019-310895.02  
Invoice No: 1465120

City of Oxford  
110 West Clark Street  
Oxford, GA 30054

City of Oxford  
Building Code Administration, Inspections and Plan Review  
Permit activity  
Feb 2019  
Professional Services

**24,026.25**  
**Total This Invoice \$24,026.25**



ISSUE DATE	COMPANY OR INDIVIDUAL NAME	JOB SITE ADDRESS	DESCRIPTION	BUILDING AREA	VALUATION	PERMIT #	PLAN REVIEW FEE	BUILDING PERMIT	TRADE PERMIT	CO / CC	SUB TOTAL FEE SPLIT 75%/25%	CITY	BV
2/8/2019	Oxford College	801 Wesley St.	New Addition Asmby/Bus	15,641 sf	\$3,750,000.00	190003	\$4,112.50	\$8,225.00	\$0.00	\$100.00	\$12,437.50	\$3,109.38	\$9,328.13
			New Addition HVAC		\$1,100,000.00		\$962.50		\$1,925.00	\$0.00	\$2,887.50	\$721.88	\$2,165.63
			New Addition Electrical		\$900,000.00		\$1,262.50		\$2,525.00	\$0.00	\$3,787.50	\$946.88	\$2,840.63
			New Addition Plumbing		\$345,000.00		630.00		\$1,260.00	\$0.00	\$1,890.00	\$472.50	\$1,417.50
2/8/2019	Oxford College	801 Wesley St.	Renovation	19,777 sf	\$1,600,000.00	190004	1,962.50	\$3,925.00		\$100.00	\$5,987.50	\$1,496.88	\$4,490.63
			Renovation HVAC		\$500,000.00		862.50		\$1,725.00	\$0.00	\$2,587.50	\$646.88	\$1,940.63
			Renovation Electrical		\$380,000.00		682.50		\$1,365.00	\$0.00	\$2,047.50	\$511.88	\$1,535.63
			Renovation Plumbing		\$150,000.00		120.00		\$240.00	\$0.00	\$360.00	\$90.00	\$270.00
2/18/2019	Karl Todd	314 Emory St	Residential Assesory	120 sf	\$3,250.66	190005		\$50.00	\$0.00	\$0.00	\$50.00	\$12.50	\$37.50
							\$10,595.00	\$12,150.00	\$9,040.00	\$200.00	\$31,985.00	\$7,996.25	\$24,026.25

