City of Flowery Branch
City Council Meeting
Thursday, September 19, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS:

NEW BUSINESS -WORK SESSION:

- Discussion of Variance Request from TownePlace Suites
  C4-01D TOWNEPLACE SUITES TURN LANE CONCEPT V4.pdf
  21138230-TownePlace_Suites_Site_Plan_C4.0_2024-05-29.pdf
  21138231-Variance_Application.pdf
- Consider Procurement of a New Compact Track Loader in FY2025 with Funding Provided by: General Fund Fund Balance
  Executive Summary Purchase Compact Track Loader 9.16.2024.pdf
  Quote LR672374.pdf
  Sourcewell and Clark Contract 020223.pdf
- Consider Proposal for Bowman Consulting Group, LTD. to Provide Planning Services - Interim Community Development Director to the City of Flowery Branch, GA.
  ES - bowmanconsultinggroupltdexecutive.pdf
  24-0711 City of Flowery Branch - 5410 W. Pine Steet, Flowery Branch, GA 30542 (Amended with Changed terms and conditions 8-5-2024).pdf
- Consider a Task Order Agreement for Professional Services from ESG Engineering to fulfill the City's Obligation to Submit a Physical Inventory List and Planning Document to the EPA Required by October 16, 2024.
  Executive Summary - Task Order Agreement for Professional Services from ESG Engineering.pdf
  F0002.010 LSL Task Order.pdf
- Consider Resolution 24-006, Loan Agreement from Drinking Water State Revolving Fund Administered by Georgia Environmental Finance Authority
  Executive Summary - Resolution 24-006.pdf
  Loan Agreement.pdf
  Loan Execution Instructions.pdf
  Promissory Note.pdf
  Resolution 24-006 Accept Loan Agreement from DWSRF GEFA.pdf
- Consider Authorizing a Change Order in the Amount of $68,579.75 for Incorporating Additional Road Paving Scope into the Ongoing Road Resurfacing Improvements Contract and Allow for an Additional 15 Days
  2024.09.18 - Executive Summary - Change Order No 2.pdf
  Change Order No. 2 - Capitola & Railroad - signed by contractor.pdf

Capitola Farm Rd Resurfacing Graphic.pdf

- Consider the First Reading of Ordinance 721, An Amendment to the Insurer Licensing Fee.
  9.19.2024 Executive Summary Insurer Licensing Fee First Read.pdf
  9.19.2024 Ordinance 721 Amending the insurer Licensing Fee.pdf
  GMA Letter - Revision of License Fee.pdf

- Consider Resolution 24-007, FY2024 Closure of Local Resources Fund Capital Projects
  Executive Summary - FY2024 Local Resources Fund Project Closures.pdf
  Resolution 24-007 FY2024 Closure of Local Resources Fund Capital Projects.pdf
  Fund 350 Project Closure summary.pdf

DEPARTMENT REPORTS:

a. City Manager Report
b. City Clerk Report
c. Department of Fun Report
d. Finance Department Report
e. Human Resources Report
f. Planning Department Report
g. Police Department Report
h. Public Works & Utilities Report
i. Attorney Report
j. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS:

Please limit to two minutes

CONSENT AGENDA:

- Consider August 15, 2024 City Council Meeting Minutes
  Unofficial August 15, 2024 City Council Meeting Minutes.pdf

- Consider August 2024 Per Diem for Mayor Asbridge
  August 2024 Mayor Asbridge Per Diem.pdf

NEW BUSINESS - VOTING SESSION:

- Consider Procurement of a New Compact Track Loader in FY2025 with Funding Provided by: General Fund Fund Balance
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the City's Obligation to Submit a Physical Inventory List and Planning Document to the EPA Required by October 16, 2024.
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  Fund 350 Project Closure summary.pdf

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Discussion of Variance Request from TownePlace Suites

COUNCIL MEETING DATE: September 19, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- C4-01D TOWNEPLACE SUITES TURN LANE CONCEPT V4.pdf
- 21138230-TownePlace_Suites_Site_Plan_C4.0_2024-05-29.pdf
- 21138231-Variance_Application.pdf

DATUMS:
NAD83
NAVD88

GRAPHIC SCALE IN FEET
0 30 60 120

NORTH

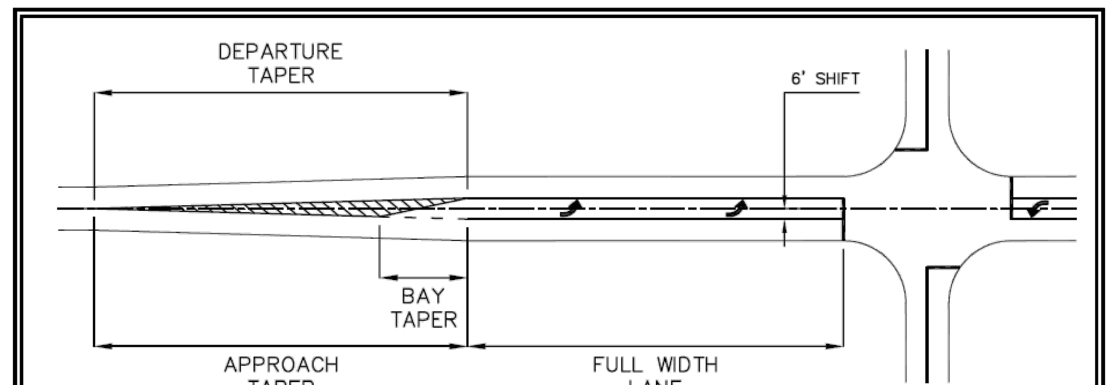
SITE PLAN LEGEND

PROPERTY LINE

SETBACK LINE

NOTE: THIS IS A PRELIMINARY TEST FIT PLAN AND IS SUBJECT TO LOCAL JURISDICTIONAL REGULATIONS, REGULATORY REVIEW, AND PERMIT CONSIDERATION. PROPERTY INFORMATION SHOWN HAS BEEN TAKEN FROM INFORMATION PROVIDED BY THE CLIENT AND/OR THE LOCAL COUNTY PROPERTY APPRAISER MAPPING RECORDS. THIS DRAWING IS INTENDED TO BE CONCEPTUAL ONLY AND ADDITIONAL RESEARCH AND DESIGN MODIFICATIONS MAY BE REQUIRED FOR THE PREPARATION OF THE FINAL PLAN THAT MEETS LOCAL JURISDICTIONAL CODES. NOT FOR CONSTRUCTION.

NOTE: NEW PAVEMENT HATCHED. LAYOUT SHOWN FOR INFORMATION PURPOSES ONLY. OFFSITE IMPROVEMENTS TO BE DESIGNED AND PERMITTED UNDER SEPARATE ROADWAY IMPROVEMENTS PLANS. LAYOUT HAS NOT BEEN VETTED OR DESIGNED AND IS SUBJECT TO CHANGE. CONCEPTUAL INTENT SHOWN ONLY.



POSTED SPEED LIMIT, MPH	APPROACH AND DEPARTURE TAPER, FT		BAY TAPER, FT	FULL WIDTH STORAGE
	6' Shift	12' Shift		
30	90	180	50	135
35	125	250	50	160
40	160	320	50	210
45	270	540	100	235
50	300	600	100	285
55	330	660	100	310
60	360	720	100	360
65	390	780	100	410

TABLE 4-9 MINIMUM DESIGN ELEMENTS OF LEFT TURN LANES

GDOT REGULATIONS FOR DRIVEWAY AND ENCROACHMENT CONTROL

PREPARED BY

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE (770) 619-4280
WWW.KIMLEY-HORN.COM

PREPARED FOR

FB TMK LLC

110 MEETING PLACE DR.,
FAYETTEVILLE, GA 30214
PHONE: 864-554-5868

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY
5	ADDED LEFT TURN LANE; REMOVED DRIVEWAYS	04/23/2024	ARP
4	REVISED PER CITY COMMENTS DATED 07/20/2023	11/29/2023	ARP
3	REVISED PER HALL FIRE COMMENTS DATED 01/31/2023	05/02/2023	ARP
2	REVISED PER GAINESVILLE COMMENTS DATED 03/02/2023	05/02/2023	ARP
1	REVISED PER CITY COMMENTS DATED 11/21/2022	05/02/2023	ARP

PROJECT

TOWNEPLACE SUITES

CITY OF FLOWERY BRANCH, GA

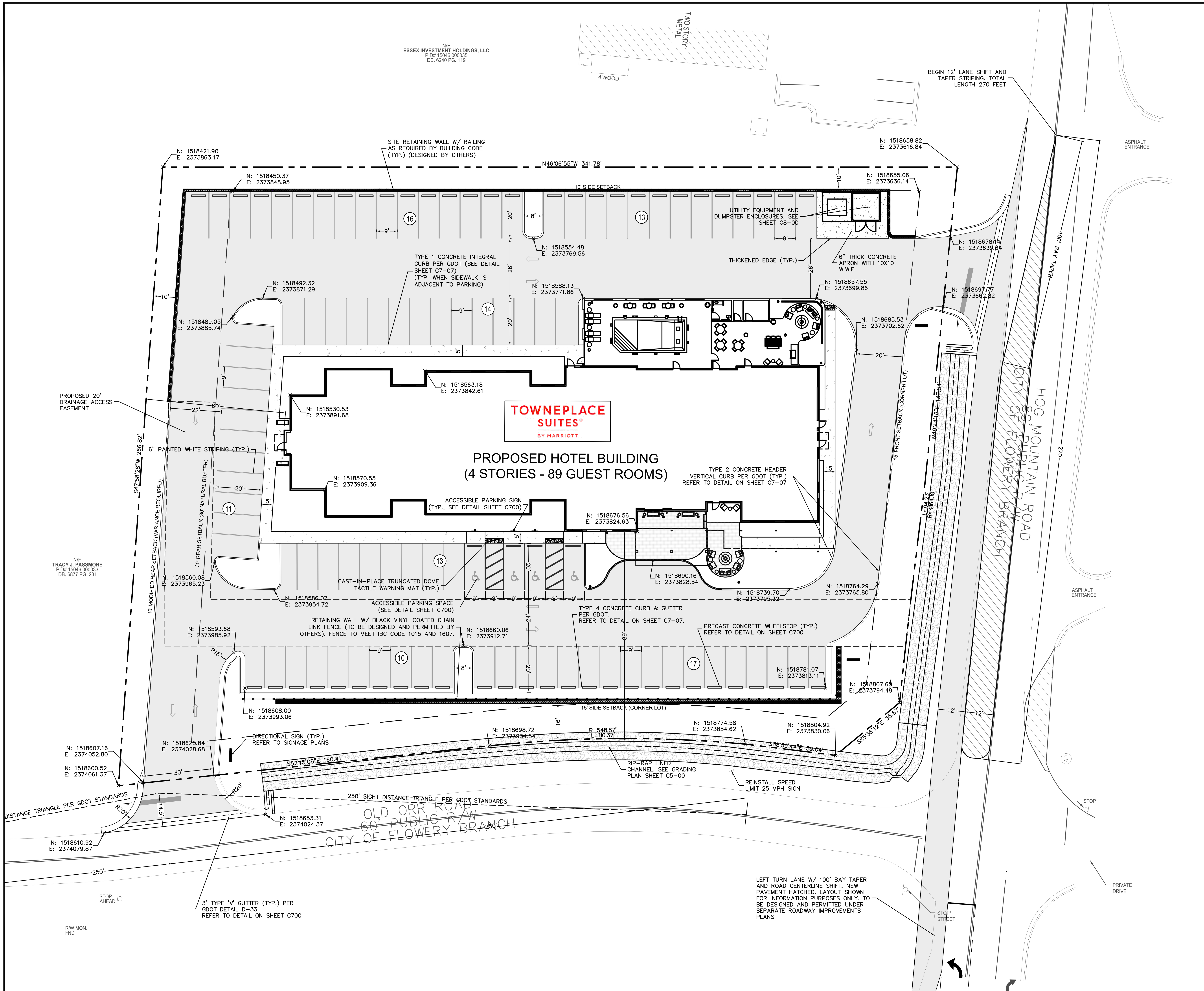
GSWCC NO. (LEVEL 1)	0000008170
DRAWN BY	ARP
DESIGNED BY	ARP
REVIEWED BY	RI
DATE	2024/09/16
PROJECT NO.	249123000

TITLE

LEFT TURN LANE CONCEPT

SHEET NUMBER

C4-01D



DATUMS:
NAD83
NAVD88

GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

SITE PLAN LEGEND

	TYPICAL ASPHALT PAVEMENT SEE CONSTRUCTION DETAILS (SHEET C7-00) FOR PAVEMENT SECTION
	CONCRETE SIDEWALK SEE CONSTRUCTION DETAILS (SHEET C7-00) FOR PAVEMENT SECTION
	RETAINING WALL WITH RAILING AS REQUIRED BY BUILDING CODE (DESIGNED BY OTHERS)
	8" CONCRETE CURB UNLESS OTHERWISE SPECIFIED
#	PARKING COUNT
	PROPERTY LINE
	SETBACK LINE

SITE DATA

PROPERTY SUMMARY

PARCEL ID NUMBER:	#15046 000145
JURISDICTION:	CITY OF FLOWERY BRANCH
ADDRESS:	4865 HOG MOUNTAIN ROAD, FLOWERY BRANCH, GA 30542

ZONING DATA

ZONING DISTRICT:	H-B (HIGHWAY BUSINESS DISTRICT)
MAX HEIGHT:	60 FEET/5 STORIES
FRONT SETBACK (CORNER LOT):	15 FEET
SIDE SETBACK (CORNER LOT):	15 FEET
SIDE SETBACK (INTERIOR):	10 FEET REAR SETBACK VARIANCE REQUIRED
REAR SETBACK:	30 FEET, 10 FEET PROPOSED
MINIMUM LANDSCAPE STRIP:	10 FEET
MAX LOT COVERAGE (BUILDINGS):	0.97 AC, 50%
PROPOSED LOT COVERAGE:	0.31 AC, 16%
MAX LOT IMPERVIOUS (NO BUILDINGS):	0.78 AC, 40%
PROPOSED LOT IMPERVIOUS:	1.02 AC, 52% IMPERVIOUS VARIANCE REQUIRED

AREA BREAKDOWN

SITE AREA:	±1.95 AC TOTAL
HOTEL FLOOR AREA:	±13,215 SF

PARKING

REQUIRED PARKING SPACES:	ONE PER LODGING UNIT, PLUS ONE PER EACH 150 SQUARE FEET OF BANQUET, ASSEMBLY, MEETING, OR RESTAURANT SEATING AREA 1 PER ROOM X 89 ROOMS = 89 SPACES 1 PER 150 SF X ~1,500 SF = 10 SPACES TOTAL = 99 SPACES
PARKING PROVIDED:	90 STANDARD 4 H'CAP 94 TOTAL PROVIDED PARKING VARIANCE REQUIRED

SITE NOTES:

1. THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY BASE BRAND STUDIOS, INC, DATED 2022/05/10 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
2. EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY FILE PROVIDED BY TERRAMARK, INC., DATED 2022/03/02..
3. ALL DIMENSIONS ARE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
4. SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
5. ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
6. REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.

DATUM/BENCHMARKS:

1. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88), AND NORTH AMERICAN DATUM 1983 (NAD83).

I, ANDREW REID IRWIN, HEREBY CERTIFY THAT THE PROPOSED DRIVEWAY/ENTRANCE ROAD FOR THE PROJECT (TOWNEPLACE SUITES FLOWERY BRANCH) IS DESIGNED WITH ADEQUATE CORNER SIGHT DISTANCE FOR THE APPROACHING ROADWAY, ON WHICH THE REGULATED SPEED LIMIT IS 45 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF 250 FEET TO THE LEFT AND 250 FEET TO THE RIGHT.

PER THE SEC 1014 ROAD RIGHT-OF-WAY, Table 10.1, THE REQUIRED DISTANCE IS 250 FEET.

THE SITE DISTANCE HAS BEEN MEASURED FROM A POINT 14.5 FEET FROM THE EDGE OF THE INTERSECTING ROAD AT A HEIGHT OF THE DRIVER'S EYE OF 3.5 FEET ABOVE THE SURFACE OF THE ROADWAY TO AN OBJECT ON THE CENTERLINE OF THE INTERSECTING ROAD, 3.5 FEET ABOVE THE PAVEMENT.

SIGNED AND SEALED ____________ DATE ________

PREPARED BY

Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE (770) 619-4280
WWW.KIMLEY-HORN.COM

PREPARED FOR

FB TMK LLC
110 MEETING PLACE DR.,
FAYETTEVILLE, GA 30214
PHONE: 864-554-5868

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY
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1	REVISED PER CITY COMMENTS DATED 11/21/2022	05/02/2023	ARP

PROJECT

TOWNEPLACE SUITES
CITY OF FLOWERY BRANCH, GA

GSWCC NO. (LEVEL 1)	0000008170
DRAWN BY	ARP
DESIGNED BY	ARP
REVIEWED BY	RI
DATE	2024/05/28
PROJECT NO.	249123000

TITLE

SITE PLAN

SHEET NUMBER

C4-00

Flowery Branch

VARIANCE APPLICATION

Address of Request:
4865 Hog Mountain Road, Flowery Branch, GA 30542

Type of Variance Requested

Complete requirements for variances can be found in the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37;

Please verify all the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37, section 37.5 are being met. Explain below:

The Flowery Branch Code of Ordinances; Table 9.2 / Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet) and Minimum width of natural buffer abutting the same districts as listed, requires a rear setback buffer of 30'. In order to provide the additional road improvements along Hog Mountain Rd as requested, we are requesting a 20' reduction of this buffer in order to make the project to fiton the site. The remaining 10' buffer can be enhanced with additional evergreen plantings and a 6' high wood privacy fence.

Applicant: Owner Entity; FB TMK LLC / Darrell Baker, Agent for Owner

Address: Randolph Williams, LLC, 100 World Drive, Ste 105, Peachtree City, GA 30269

E-mail address: dbaker@rwcre.net

Phone number: 404.977.2470

Signature:

Notary Seal:

COURTNEY LEWIS
Notary Public - State of Georgia
Henry County
My Comm. Expires June 11.

Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): FB TMK LLC / Alpesh Patel, Managing Member

Signature of property owner: [signature]

Notary Seal: [signature]

COURTNEY LEWIS
Notary Public - State of Georgia
Henry County
My Comm. Expires June 11, 2024

Please provide the following at time of submittal:

- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)

From: Pitts, Adam <Adam.Pitts@kimley-horn.com>
Sent: Thursday, June 13, 2024 3:03 PM
To: Darrell Baker
Cc: almech98@gmail.com
Subject: RE: Towneplace Suites / 4865 Hog Mountain Road, Flowery Branch, GA 30542

Darrell,

Please see table 9.2 Dimensional Requirements for Nonresidential Zoning Districts.

Maximum height (number of stories)	3	3	3	5	Note 1	4	5
Maximum density (units per acre)	3	3	3	12	N/A	N/A	N/A
Minimum lot size for detached single family dwelling (square feet)	10,000	10,000	10,000	10,000	7,000	N/A	N/A
Minimum lot size for other uses (square feet)	10,000	None	None	None	None	None	None
Minimum lot width (feet)	75	75	90	None	None	100	100
Minimum heated floor area per dwelling unit (square feet)	1,200	1,200	1,200	700	700	700	700
Minimum heated floor area for other uses (square feet)	None	None	2,500 per tenant space	None	None	None	None
Minimum front yard setback (feet)	25	40	25	None	None	25	25
Minimum side setback, interior lot line (feet)	10	40	10	10	None	15	15
Minimum side setback, corner lot (feet)	15	40	15	15	None	25	25
Minimum side setback, interior lot line (width in feet) for institutional zones abutting other institutional zones	N/A	10	N/A	N/A	N/A	N/A	N/A
Minimum landscape strip required along side property lines for institutional zones abutting other institutional zones (width in feet)	N/A	5	N/A	N/A	N/A	N/A	N/A
Minimum rear setback (feet)	20	40	20	25	None	25	25
Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet)	25	50	40	30	None	60	60
Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district (feet)	15	40	30	30	None	50	50
Minimum landscape strip required along right-of-ways for any nonresidential or multi-family use (width in feet)	10	25	10	10 (None if built to front lot line)	None	30	30
Minimum landscape strip required along side property lines for any nonresidential or multi-family use (width in feet)	5	15	5	None	None	None	None
Maximum lot coverage (percent)	35	40	45	50	None	None	None
Minimum landscaped open space (percent)	25	20	15	15	N/A	10	10

https://library.municode.com/ga/flowery_branch/codes/code_of_ordinances?nodeId=APXCZOOR_ART9NOZODI_S9.4HBHIBUDI

Thank you,
Adam Pitts

Adam Pitts, M.Eng, CFM, P.E. (FL)
Kimley-Horn | 200 South Orange Ave, Suite 600, Orlando, FL 32801
Direct: 407 768 3238 | Mobile: 407 768 3238
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com
Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

From: Pitts, Adam
Sent: Thursday, June 13, 2024 2:39 PM
To: Darrell Baker <dbaker@rwcre.net>

Flowery Branch

Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

None

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

None

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

None

Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total $250.00 or more or to whom gifts were made having a total value of $250.00 or more.

Elected Officials Name	Amount of Description of Gift
None	

Flowery Branch

4

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Procurement of a New Compact Track Loader in FY2025 with Funding Provided by: General Fund Fund Balance

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
The Cityâ€™s current compact track loader has served as an essential tool for various tasks, including excavation, grading, and material handling.

FACTS AND ISSUES:
The Cityâ€™s current compact track loader has been experiencing frequent breakdowns over recent months, resulting in higher repair costs and extended downtime. Despite consistent maintenance efforts, these issues have escalated, compromising the Cityâ€™s ability to meet project deadlines and maintain productivity.

To maintain operational efficiency and manage costs effectively, it is recommended that City proceed with the early acquisition of a new compact track loader. The procurement will be conducted through cooperative purchasing (Sourcewell Contract #020223-CEC), ensuring compliance with procurement regulations and obtaining favorable pricing. The new purchase will include the trade-in of the existing loader, which will help offset the cost of the new equipment by $12,000.00. Additionally, this will involve reallocating the FY2026 Capital budget to FY2025 for the purchase.

OPTIONS:
1. Approve moving FY2026 Capital Budget to FY2025 for the trade in of the Cityâ€™s current Loader and purchase of a new Compact Track Loader.

2. Do not approve moving FY2026 Capital Budget to FY2025 for the trade in of the Cityâ€™s current Loader and purchase of a new Compact Track Loader.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
145,000.00 GF Fund Balance

RECOMMENDATION:

SAMPLE MOTION:
I make a motion to approve the purchase of a new compact track loader through the Sourcewell Contract #020223-CEC Cooperative Purchasing Agreement with a trade-in of the city's current loader

in the amount of $145,000 with funding by General Fund Fund Balance.

COLLABORATING DEPARTMENT:
Public Works

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary Purchase Compact Track Loader 9.16.2024.pdf
- Quote LR672374.pdf
- Sourcewell and Clark Contract 020223.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Procurement of a New Compact Track Loader by Reallocating Capital Funds Budgeted for FY2026 into the Current FY2025 Budget.

DATE: September 9, 2024

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $145,000.00

COUNCIL ACTION REQUESTED ON: SEPTEMBER 19, 2024.

PURPOSE: The purpose of this item is to present the urgent need to procure a new compact track loader by reallocating Capital funds budgeted for FY2026 into the current fiscal year (FY2025).

HISTORY: The City's current compact track loader has served as an essential tool for various tasks, including excavation, grading, and material handling.

FACTS AND ISSUES: The City's current compact track loader has been experiencing frequent breakdowns over recent months, resulting in higher repair costs and extended downtime. Despite consistent maintenance efforts, these issues have escalated, compromising the City's ability to meet project deadlines and maintain productivity.

To maintain operational efficiency and manage costs effectively, it is recommended that City proceed with the early acquisition of a new compact track loader. The procurement will be conducted through cooperative purchasing (Sourcewell Contract #020223-CEC), ensuring compliance with procurement regulations and obtaining favorable pricing. The new purchase will include the trade-in of the existing loader, which will help offset the cost of the new equipment by $12,000.00. Additionally, this will involve reallocating the FY2026 Capital budget to FY2025 for the purchase.

OPTIONS:

1. Approve moving FY2026 Capital Budget to FY2025 for the trade in of the City's current Loader and purchase of a new Compact Track Loader.

2. Do not approve moving FY2026 Capital Budget to FY2025 for the trade in of the City's current Loader and purchase of a new Compact Track Loader.

RECOMMENDED SAMPLE MOTION: I make a motion to approve the purchase of a new compact track loader through the Sourcewell Contract #020223-CEC Cooperative Purchasing Agreement with a trade-in of the city's current loader in the amount of $145,000 with funding by General Fund Fund Balance.

DEPARTMENT: Finance Department

Prepared by: Nancy Rodriguez

Product Quotation
Quotation Number: **LR672374**
Quote Sent Date: **Sep 12, 2024**
Expiration Date: **Oct 12, 2024**

Your Bobcat Contact
Lizzie Richter
Phone:
Email: lizzie.richter@doosan.com

Your Customer Contact

Deliver to
City of Flower Branch
PO BOX 757
FLOWERY BRANCH, GA, 30542-0013

Bobcat Dealer
Mitchell Stokes
Bobcat of Atlanta, Gainesville, GA
1780 M.L.K. BLVD
GAINESVILLE, GA, 30501

Bill to
NEW GOVERNMENT CUSTOMER 2391333
250 E Beaton Dr
West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
T86 T4 Bobcat Compact Track Loader	M0385	1	80,904.51	80,904.51
Standard Equipment: 105.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Two-Speed Travel Rear Camera Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joysticks (SJC) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated)		Horn Instrumentation: 5" Display Panel, Engine Temperature, Fuel Gauges, Hourmeter, RPM, Warning Indicators and other vitals Lift Arm Support Lift Path: Vertical Lights, Front & Rear LED Operator Cab: Enclosed Cab with Heat and AC Includes: Adjustable Vinyl Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt, Sound Reduction, Radio Ready, SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 5 Rollers Tracks: Rubber, 17.7" Wide Telematics - Machine IQ - 2-year Basics Warranty: 2 years, or 2000 hours whichever occurs first		
Comfort Package *Included:* Comfort Package Includes:, Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 5" Display, Premium LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction	M0385-P11-C07	1	990.26	990.26
Super Flow Hydraulics	M0385-R03-C10	1	3,304.44	3,304.44
80" Severe Duty Bucket	7326129	1	2,037.56	2,037.56
Drum Mulcher - 2-Speed, 72"	M7058	1	30,561.12	30,561.12
72" Root Grapple	7488431	1	3,815.20	3,815.20
Forestry Door Kit	7319020	1	4,519.69	4,519.69

	Total for T86 T4 Bobcat Compact Track Loader	126,132.78
	Quote Total - USD	126,132.78
	Dealer P.D.I.	475.00
	Freight Charges	1,500.00
	Destination Charges	926.00
	Dealer Assembly Charges	375.00
	Discount	
	TL130 WITH 3 BUCKETS	-12,000.00
	Quote Total - USD	**117,408.78**

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): ____________

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to barry.hanson@doosan.com or by phone at: 1-800-965-4232

Customer acceptance:
Quotation Number:: **LR672374** Purchase Order:____________________________________

Authorized Signature:

Print:________________________________ Sign:____

Date:_____________ Email:____

Addresses

Delivery Address____

Billing Address (if different from ship to):______________________________________

Tax Exempt: Y ☐ / N ☐

Exempt in the State of:_______________________

Tax Exempt ID:

Federal:____________________________

State:_____________________________

Expiration Date:_________________________

Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY
1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

   Minimum Limits:
   $2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

   Minimum limits:
   $2,000,000 per occurrence
   $2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: ____________________________
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/5/2023 | 9:09 PM CDT

Clark Equipment Company dba Bobcat Company

DocuSigned by:
Randy L. Fuss
0F55B103999C454...
By: ____________________________
Randy L. Fuss
Title: Director Government Accounts
Date: 4/6/2023 | 6:49 AM PDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: ____________________________
Chad Coauette
Title: Executive Director/CEO
Date: 4/6/2023 | 8:51 AM CDT

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name:	Clark Equipment Company
Does your company conduct business under any other name? If yes, please state:	Bobcat Company
Address:	250 East Beaton Drive West Fargo, North Dakota 58078
Contact:	Randy Fuss
Email:	randy.fuss@doosan.com
Phone:	701-241-8746
HST#:	38-0425350

Submission Details

Created On:	Monday January 02, 2023 10:07:38
Submitted On:	Thursday February 02, 2023 15:19:15
Submitted By:	Randy Fuss
Email:	randy.fuss@doosan.com
Transaction #:	aeb6e4f7-4d95-43ca-ad84-fcc9b4f07ed1
Submitter's IP Address:	136.226.48.180

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Clark Equipment Company dba Bobcat Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bobcat Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Bobcat Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: LNCJF4TCJRV8	*
5	Proposer Physical Address:	Bobcat Company 250 East Beaton Dr. West Fargo, ND 58075	*
6	Proposer website address (or addresses):	www.bobcat.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Rheault Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 jesse.rheault@doosan.com (701) 241-8759 Barry Hanson Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 barry.hanson@doosan.com (701) 241-8793 Kristie Willett Government Account Manager 1293 Glenway Drive Statesville, NC 28625 kristie.willett@doosan.com (704) 883-3772 Heather Messmer Government Sales Support Manager 250 East Beaton Dr. West Fargo, ND 58078 (701) 241-8719	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Bobcat Company was founded on innovation. Since the beginning, we've engineered machines that empower people to accomplish more. That focus is what kick-started our business in 1947 and what drives us forward today – innovating the best equipment, technology and services to help customers tackle their toughest jobs. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. Our roots are deep in North Dakota – having started here in 1947 – and we are the state's largest manufacturer, with three North Dakota production facilities; Gwinner ND, Bismarck ND, Wahpeton ND, along with a facility in Litchfield MN, Statesville NC and Johnson Creek WI. Global Bobcat manufacturing facilities are located in South Korea, France, Czech Republic and China. Bobcat Company leads the industry in the design, manufacture, marketing and distribution of compact equipment for construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively. The renowned Bobcat brand — ours since the name was first used in 1962 — is synonymous with durability and dependability. Tough, versatile, agile Bobcat® equipment — with its time-tested reliability — has rightly earned the nickname "One Tough Animal." Bobcat Company continues to be committed to delivering the industry's best compact equipment. Core Values and Business Philosophy The people of Bobcat Company practice the nine core values of the Doosan Credo. We practice the nine core values everywhere we operate, every day, to build a "Proud Global Doosan". These values guide the way we do business, the way we treat each other and the way we work with all of our partners. The nine core values are as follows: • People • Inhwa • Profit • Cultivating People • Customers • Integrity & Transparency • World-class Technology & Innovation • Safety & Environment Our growth plans are etched in the following: • Brand Excellence • Innovation Leadership • Powered by People • Community Partnership	*

11	What are your company's expectations in the event of an award?	In the event of an award, Bobcat Company will continue to expand, market, train, and demonstrate our market leadership with the Sourcewell Contract secured in our Sales Toolbox, ready to be positioned first throughout North America. We'll strengthen and develop new relationships within the SLED (state, local and education) markets to generate additional market share, revenue and brand recognition. Strategically and with a concerted effort (Bobcat®, Sourcewell, and Independently Owned Dealers) our organization will continue to be the market leader and premier offering in the compact equipment industry. The Sourcewell contract coupled with implementing our sales and marketing plan which will consist of a unified effort of the Bobcat® Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group, Service Staff, along with our world class dealer resources, routine training & communication with support of corporate marketing resources to gain further brand exposure and awareness for Bobcat® and Sourcewell. Further, our marketing and sales execution will consist of strong trade show attendance, association involvement, print/digital marketing and dealer engagement contacting the equipment fleet users, and procurement professionals, meeting face to face as best we are allowed to position our unified value proposition (Bobcat® Brand and Sourcewell).	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our current corporate family rating (CFR) is Ba3 primarily reflects our company's dominant position int he compact farm and construction equipment market throughout North America. Our CFR is supported supported by the company's healthy financial leverage, consistent positive free cash flow and very good liquidity. Term Loan B (TLB) bond rating is Ba3/BB. Please see attached financial statements and credit references.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share to be 38% throughout North American Market for our compact construction equipment products.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate our market share to 30% throughout the Canadian Market for our compact construction equipment.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Clark Equipment Company dba Bobcat Company has not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Clark Equipment Company dba Bobcat Company is the manufacturer of Bobcat® Compact Equipment. Our dealers are independently owned and operated, not owned by Bobcat Company. The dealers contract with Bobcat Company each year in order to achieve company mission, vision, values and growth objectives.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Clark Equipment Company dba Bobcat Company holds the current business licenses to operate throughout North America and pertinent certifications to be compliant with the EPA, OSHA, ISO and LEED etc. in order to to market, manufacture, and sell the compact equipment throughout North America and globally. (See Attached Certifications) and (See Attached Corporate Sustainability Report)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None - Not Applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received	2018 Landscape Business Twenty for 2018 New Product Award — R-Series E85	

in the past five years	compact excavator Equipment Today 2018 Contractors' Top 50 New Products — R-Series E85 compact excavator Equipment Watch 2018 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Roads & Bridges Magazine 2018 Contractors' Choice Awards — M2-Series compact track loaders; E42 compact excavator; and HB980 hydraulic breaker Construction Equipment Top 100 New Products of 2018 — V723 VersaHANDLER® telescopic tool carrier Compact Equipment Innovative Iron Awards 2018 — R-Series E85 compact excavator 2019 Construction Equipment Top 100 New Products Crystal Awards — V723 VersaHANDLER® telescopic tool carrier 2019 International Forum Design Award - R-Series E85 compact excavator Landscape Business Twenty for 2019 New Product Award — Bob-Dock™ Attachment Mounting System Green Industry Pro's Editor's Choice Award – UV34 and UV34XL Utility Vehicles Compact Equipment Innovative Iron Awards 2019 — Bobcat MaxControl Remote Operation Equipment Today 2019 Contractors' Top 50 New Products — Bobcat Rear Camera Kit Equipment Watch 2019 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Rental Equipment Register Gold Award for 2019 Product of the Year for Bobcat MaxControl Remote Operation System. Compact Equipment Top 100 New Products 2019 — UV34 utility vehicle 2020 Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders Landscape Business Twenty for 2020 New Product Award - R-Series loaders Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders Innovation Leader 2020 Impact Award - Features On Demand Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler, and the E42 / E50 R Series excavators 2021 2021 Highest Retained Value Award (HRVA) 2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders Rental Editor's Choice Award: T62 and S62 R-Series loaders Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders Equipment Today 50 New Products: L23 and L28 small articulated loaders Roads & Bridges Contractor's Choice Award: Sweeper attachment Green Industry Pros Mower Madness Champ: ZT7000 mower Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower CES Innovation Awards in the categories of Vehicle Intelligence & Transportation and Smart Cities: T7X all-electric compact track loader Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator AEM 2021 Gold Award Winner 2022 2022 CES Vehicle Intelligence & Transportation Award- T7X 2022 CES Smart Cities Award- T7X 2022 Potencia Award- T7X Green Industry Pro's Editor's Choice Award Winner- Machine IQ Mobile App Equipment Today Contractors' Top New Products Award- T7X Construction Pro's Top New Products Award- T7X Rental Editor's Choice Awards- T7X Compact Equipment Magazine Innovative Iron Awards: T7X Compact Equipment Magazine Innovative Iron Awards: Quad Tracks AEM Advocacy Award: Gold More information can be found on our website https://www.bobcat.com/na/en/company/about/brand/awards-recognition	*

20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales volume to all government customer types represents approximately 9% of our total sales.	*
21	What percentage of your sales are to the education sector in the past three years	Our Government Sales volume to the education sector the past three years is approximately 11% of our total government sales volume.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	See Attached Excel File "State and Cooperative Contracts List" Note: This document is confidential and proprietary. As this is traditionally not a document necessary to make an award.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Bobcat Company currently does not hold a GSA Contract, however through our strategic small business resellers our annual sales to federal customers averages $11 million in sales annually.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Delaware	Steven Chillas	(302) 857-4549	*
Office of General Services NY	Sean Carroll	(518) 473-5294	*
City of San Diego	Ralph Monroy - Fleet Manager	(619) 527-7577	*
LA Department of Water & Power	Larry Smith - Fleet Raymond Lin - Supply Chain Services Philip Ly - Fleet Engineering	(818) 771-3608 (213) 367-0881 (818) 771-3607	
City of Sioux Falls, SD	Scott Rust	(605) 367-8836	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Texas - TX	Compact Equipment	$32,184	$7,370,202	*
Not Required	Government	Illinois - IL	Compact Equipment	$54,465	$5,446,480	*
Not Required	Government	Pennsylvania - PA	Compact Equipment	$34,641	$4,052,962	*
Not Required	Government	New York - NY	Compact Equipment	$19,907	$3,702,646	*
Not Required	Government	Minnesota - MN	Compact Equipment	$27,862	$3,287,666	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Bobcat Company's Government Accounts Team consists of 15 sales and support professionals, coupled with a corporate field sales and support staff of 60, over 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. (Please see the attached Sales Regions and Dealer Location List.)	*
27	Dealer network or other distribution methods.	Bobcat Company has the most extensive compact equipment dealer/distribution network in the world. Some 1,400 independent Bobcat® Product Dealers and 3,500 dealer sales specialists throughout North America that back each and every piece of Bobcat equipment, serving thousands of customers, with local sales, service, parts, lease and rental. Bobcat Product Dealers are known for their dedication to providing world class sales and customer service to ensure long lasting relationships, and providing reliable equipment performance. Our dealer/distribution network will continue to grow in size as we focus on our organizational long range plan that strongly focuses on expansion of our product offering (organic and through acquisition) and expansion of our world class Bobcat® Dealer/Distribution channels.	*
28	Service force.	Bobcat Company's Corporate Field Service Staff of 33 service representatives and 19 internal company customer service/parts/troubleshooting representatives alongside the 1,400+ independently owned and authorized Bobcat® Product dealer locations in North America, which are responsible for the sales, delivery, warranty, parts and service throughout each assigned area of responsibility. Our world class dealers have the capability and tools in order to troubleshoot, diagnose, and service the customer quickly and efficiently to increase operational up time. Often times our service force will identify additional sales opportunities in addition to providing world class service. (See attached Service Regions and Dealer Location List)	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	- Quote preparation will be completed by the Bobcat® Government Accounts Department or Bobcat® Dealer Sales Representative - Quote presented will include ordering instructions to submit to the Bobcat® Government Accounts Department or respective Bobcat® Dealer - All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability. - Order is entered into our ERP System - Dealer is notified of order and any special requirements and install instructions - Machine is built, inspected, and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer - Bobcat® Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training. - Bobcat® Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance. - Bobcat Company or Bobcat® Dealer invoices customer. - Sales recorded on retail activity report for fee calculation and issuance to Sourcewell. Sales records retained per terms and conditions or corporate policy, whichever is longer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Bobcat Company desires to create a world class customer experience. Customer service issues are addressed at several levels; authorized dealer level, territory service manager, territory sales manager, corporate dealer call center and are handled diligently and in a timely manner. When appropriate, customer service issues are elevated to the account managers, regional directors, and director of government sales for resolution. It is our desire to provide world class customer service and a world class customer experience and to this end, we strive to provide resolution and/or direction for resolution within a 24 hour period or sooner.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have made significant strides through our partnership with Sourcewell and the Canoe Procurement Group in the past couple of years! We remain excited about the continued expansion into Canada with our Sourcewell Contracts and strategic partnership with the Canoe Procurement Group. Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bobcat Company will serve all Sourcewell members and market segments throughout North America to include Alaska, Hawaii, and all US Territories. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snap shot of our marketing strategy: a) Primarily through information dissemination to internal, field staff, and dealer network on the value proposition of Sourcewell and cooperative purchasing, trainings, and promotions to all strategic SLED markets directly for government buyer visibility. b) Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Bobcat® Branding guidelines alongside the Sourcewell brand. c) Marketing material and literature that is current/up to date with current product and promotional offerings to include Sourcewell logos and contract numbers. (See attached samples) d) Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E-newsletter, and social media (see attached samples) e) Maintain a strong Bobcat presence at virtual and in-person tradeshows and association events such as NRPA, Park and Recreation Summit, APWA PWX, NaCO, NRECA, NY Gov Buy, NIGP, National League of Cities, CAPPO, FAPPO, NCPP, Canoe Procurement Group, Canadian Provincial Trade Associations, CPPC, and Sourcewell H2O etc. f) Bobcat Dealer Net for dealers to access government sales tools such as the Sourcewell Contract explanation of benefits, product offering, and who to contact with quoting or ordering questions. (see attached samples). g) Training Plan: Field Staff, Dealers and Distributors, Bobcat® Bootcamp for new dealer sales representatives, Bobcat® District, Regional, and National Dealer Meetings, Bobcat® Field Sales and Marketing Meeting, RPM Attachment Schools and training. h) Speaking engagements and Demonstrations: (most recent NCPP, Park & Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX) i) Thought Leadership Articles for publications and social media. j) Continued Bobcat® Dealer Network Expansion and Product Offering Expansion k) Utilization of Brand Ambassadors (see https://www.bobcat.com/company-info/news-media/press-releases) Visit: www.bobcat.com/government and https://www.bobcat.com/secure/forms/contact-government-sales	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bobcat Company, its marketing staff, government sales staff, dealers and individual contributors will continue to incorporate social media to include LinkedIn, Facebook, Instagram, TikTok, Snapchat, and Twitter into the overall marketing strategy to enhance the Bobcat® brand presence, market awareness, and announce effective sales tools or programs for our customers to purchase quickly, efficiently, and at a great value. Furthermore, in the aforementioned contract marketing strategy section we will utilize Digital Media, Online Display Ads, E- Blasts, E-newsletters and other digital advances to deliver our message alongside that of Sourcewell and its members. (See attached samples)	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Bobcat Company's expectation would be that Sourcewell will continue to promote the contract vendors and continue to provide avenues of approach for Bobcat Company's products to easily be procured where Sourcewell is widely accepted and into areas of new opportunity. Furthermore, we'd expect Sourcewell to continue its efforts to solve or break down the barriers to entry with procurement and the use of cooperative purchasing contracts. Finally, we'd expect Sourcewell to continue to train, mentor, and develop its members and contract vendors to further strengthen the relationships between industry, government customers, and cooperative purchasing. Finally, it is expected that Sourcewell will place a priority focus on additional state adoptions of the Medium Duty and Compact Construction Equipment Contracts since some of our competitors sell similar products on the Heavy Construction Contract. This provides a significant disadvantage in areas of adoption at the state level which ultimately impacts our contract penetration and utilization at all levels of the SLED government. If awarded a new contract Bobcat Company would sustain and advance the initiatives of incorporating the Sourcewell contract into its corporate and dealer trainings to create the needed mind share for our world class sales force and world class dealers to think first of Sourcewell and the power of the contract selling. Sourcewell continues to be our strongest government sales tool. Proof of our success is in our past performance. A once stumbling contract in our portfolio, our current Sourcewell contract has now blossomed into a $50+ million contract annually and growing. Notably, Sourcewell has become our strongest and most powerful contract to solve public procurements toughest challenges. Additionally, we continue the promotion of Sourcewell in our marketing materials, trade show signage, display ads, dealer communications and E-Newsletters. (See attached samples) Throughout the pandemic and throughout the subsequent second and third orders of effects of the pandemic we maintained a very high training tempo with our Bobcat® field staff and dealers through virtual events and in person as allowed to continue the messaging consistent with our contract strategy. Some of the most notable: Canadian Dealers (all provinces) Summits alongside Canoe and Sourcewell, Washington State, New York, Mississippi, Nebraska, South Dakota, California, Texas, Georgia, Utah, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Ohio, Pennsylvania, Tennesse, Florida, Bobcat® Boot Camp for new sales representatives, Bobcat® RPM (Regional Product Training) Meetings, 2020, 2021, 2022 Bobcat Field Marketing Meetings, 2020 ConExpo, and the 2021 Bobcat® Dealer Meeting. It is our intent to continue these training initiatives, expanding the depth and breadth of the training by adding additional value through our partnerships with Sourcewell, NCPP, Canoe, NCL, and Deltek throughout the term(s) of our Sourcewell contract(s).	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, Bobcat Company does sell some attachments, parts, and simple commercial use products through an e-procurement platform. Bobcat® products are not available through e-procurement for SLED and FED customers at current contract discounts or prices due to the complexity of the transactions. It is our hope that future technology and system advancement within the Bobcat® organization will lead us in the development of our government customers being able to easy order through an e-procurement method.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In September 2019, Bobcat Company opened an all new and innovative training center in Aurora, CO. This new facility is being utilized to address the needs of Bobcat Company, its dealers, and customers for additional training capacity to host the most dynamic product and service training in the industry today. The Bobcat Training Center includes technical training rooms, hands-on shop space, a large classroom style auditorium, as well as a full warehouse area for equipment storage and showroom space. Bobcat Company and its dealers provide initial standard operator and maintenance training during the walk around of the equipment upon delivery and receipt of new equipment, to provide the best value in the customers experience. Additionally, we offer "Train the Trainer" type modules on CD that are available for our customers. These modules extensively cover the operations, safety, and maintenance of our equipment. Finally, for larger audiences, we have a corporate training staff that stands ready to provide optional specialized, in-depth, and interactive training for a minimal cost (travel and materials).	*
41	Describe any technological advances that your proposed products or services offer.	At Bobcat Company, innovation is at our core and we continue to change the game. With Bobcat Machine IQ wireless communications and the Bobcat Owner Portal, you can confidently monitor and manage your fleet from anywhere, getting critical information to	

troubleshoot issues, schedule service or improve security.

Bobcat Machine IQ, Bobcat Company’s telematics service, delivers vital information about select Bobcat equipment to the equipment owner’s Bobcat Owner Portal. The information is organized to help owners make decisions to increase equipment security, protect against unauthorized usage or theft, stay on top of proactive equipment maintenance, monitor operator efficiency, and better understand ownership costs associated with running Bobcat equipment. The system wirelessly transmits Machine IQ data to the owner’s authorized Bobcat dealer. If a machine registers a critical code, the dealer will know and can contact the owner. This can help minimize downtime and save money.

Bobcat Owner Portal is a personalized website accessed via any internet-connected computer, phone or tablet. The platform collects machine information in real time as it reports to the owner. Owners can control which alerts they receive to proactively manage their equipment.

With Bobcat® MaxControl, you can take your machine to the next level of operation with a collection of new technologies. Operate your machine from outside the cab. Set up geofences around objects on the jobsite you want to avoid during operation. Plot points on a digital worksite as a path for your machine to follow during semi-autonomous operation.

Bobcat Operator Vision Technology:
This heads-up display puts crucial information and machine data in the operator’s direct line of sight. The display is located on the cab’s front window for improved operation.

Bobcat Features On Demand:
Bobcat Features On Demand technology gives equipment owners the flexibility to enable additional features to properly equip machines after purchase. This technology gives owners the freedom to customize a machine to the exact features needed at any time.

Depth Check System:
The Bobcat depth check system accurately measures depth and grade without the operator needing to exit the machine. The system helps prevent under-digging and over-digging, to reduce costs and increase efficiency. The system detects the exact position of the bucket's teeth, allowing operators to set a desired digging depth and work against that benchmark. Audible alerts indicate whether the operator is approaching the target, at the target or beyond the target.

Precision Grading Technologies:
Bobcat automatic grading solutions deliver more accurate grading results with less time and less labor – and can save on expensive finishes such as concrete. Laser-guided systems and sonic/slope systems offer accuracies better than +/- ¼”. The 3D-ready system uses GPS technology or UTS to accurately and efficiently complete complex designs with accuracy of 3 – 5 mm.

Touch Display:
The most advanced in-cab display for compact equipment provides detailed machine information and unprecedented device connectivity. Operators can easily view and toggle through machine performance information on the wide, easy-to-use touchscreen, which supports seven languages. It’s waterproof and hardened to reduce scratching.

Rear Camera:
An optional rear camera is available on select Bobcat® models. It offers a rearview from the operator’s seat helping identify obstacles and providing an additional viewpoint for certain applications. For machines with the touch display, it is integrated with the rearview camera, automatically switching the display to a camera view when moving in reverse.

Comfort Features:
Bobcat equipment is known for premium comfort features that help operators stay productive and focused on long days. Available features include enclosed, sealed, pressurized cabs with sound dampening features; automatic heating and air conditioning; clear visibility with more glass surface area; maximum legroom and headroom; adjustable, air-ride heated seats; easy-to-use, ergonomic controls and joysticks, radios with auxiliary audio input jacks; cupholders, storage and floor mats.

Zero Emissions: Bobcat® T7x All Electric Compact Track Loader (World’s 1st) and Electric Excavators E10e-E19e - E32e
Battery electric solutions are ideal for food manufacturing or preparation facilities, indoor demolition and other work where having a diesel-powered machine is not desirable. It’s the best combination of high performance, low noise and improved operating comfort.

Bobcat® zero-turn mowers - Launched in 2020 AirFX Deck:
The AirFX deck offers a deeper profile for improved vacuum lift and newly engineered, bolt-on, replaceable Air-Gap baffles for more efficient airflow and enhanced serviceability. All of this along with innovative bullnose design allows grass to stand-up before it reaches the mower blades so you can cut them down to size.

Easy to Maintain:
A rotating bumper gives fast access to internal components making tune-ups more efficient and comes with the additional hitch system.

Built To Last:
Larger, robust, ultra-stable, dual-tubed frame provides increased durability for traversing even the toughest of turfs.

Precision In Every Detail:
An innovative, tool-free control design offers smooth, dampened controls with tool-free, adjustable tracking.

Bobcat Tractors
Standard Four-Wheel Drive:
Every tractor model offers four-wheel drive that you can easily engage when you need extra traction for tough work. Additional features to help you quickly maneuver with confidence around the property include high ground speeds, a tight turning radius (as little as 8 feet depending on the model) and high ground clearance for working on uneven terrain.

Attachments and Implements:
The three-point hitch and rear power take-off (PTO) are standard on every Bobcat compact tractor, transforming your tractor into a versatile, do-it-all machine. Connect Category 1 or Limited Category 1 implements and get busy doing more projects, including mowing, tilling, raking, grading, moving snow and more.

Bobcat Utility Vehicles Heavy Duty Clutch:
Take on your most difficult tasks on the toughest terrain with great performance for towing, stability for hauling, and comfort for your passengers. Stronger belt engagement minimizes slippage and extends service intervals. *

Tough Chassis and Suspension:
Strength comes standard on both the UV34 and UV34XL, with a rigid chassis that greatly improves ground clearance and road capability while allowing more range of motion in the suspension for superior ride quality.
Increased Tow Rating:
Hitch and haul up to 2,500 pounds with confidence. The tow rating on Bobcat UTVs has increased by 25%, and the trailer hitch tongue weight rating is 250 pounds, giving you a powerful option for pulling heavy trailers and other equipment for the job.

Fast and Easy Maintenance:
Bobcat utility vehicles are designed to make it faster and more convenient to maintain your machine so you can stay on the go. Fewer grease points and easier access to coolant and air, oil and fuel filters help reduce time spent servicing your machine.

New Cab System:
Conveniently customize or upgrade the new optional enclosed cab with a wide range of configurations. Installation and removal of accessories, doors, windows and heater are quick and simple. Improved cab sealing reduces dust and noise levels.

Bobcat® Toolcat UW56 Utility Work Machine:
Your work requires power and precision. With the Toolcat 5600, you get the perfect balance of both. The power to operate 40+ attachments can only be matched with the unparalleled maneuverability of all-wheel steering. Add the ability to haul up to 2,000 lb. of payload and tow up to 4,000 lb., and it’s easy to see how the Toolcat 5600 will quickly become the most-used machine in your fleet.

Bobcat® Toolcat UW53 Utility Work Machine:
With the ability to operate 40+ attachments in the front and Category 1 implements in the back, it truly changes the way you work. And with standard all-wheel steering and traction control, it’s also incredibly maneuverable and responsive. Add the optional 3 pt. hitch, power take-off (PTO), and high and variable flow hydraulics, and you’ll experience truly unmatched versatility.

Bobcat® Small Articulated Loaders Launched in 2020 Heavy Lifting Capacity – Small Articulated Loaders:
Get heavy lifting capacity in a small package. Bobcat® small articulated loaders are made for big productivity in small spaces and on sensitive surfaces. They are designed to lift more, work faster and maximize ability wherever the work takes you. The standard integrated counterweight provides optimal lift capacity and extra protection for the machine’s composite covers and cooling package.
Optional add-on rear counterweights further increase lift capacity and productivity. The counterweights follow the contours of the loader to maintain ground clearance and appearance.

		Minimal Ground Disturbance and Tight Turning Radius: Small articulated loaders feature an articulation joint for tight turning and a light overall footprint to minimize a tight-turning articulated steering and light overall footprint to minimize cuts or tears in the turf when turning or hauling a load. An articulation joint enables the rear tires to match the path of the front tires when turning, for a highly nimble machine that navigates around obstacles and works well in tight areas. Telescopic Lift Arm: A telescoping lift arm on select models extends your lifting height and keeps the load level as you handle materials up high. Efficient Cooling: With their efficient cooling systems, Bobcat® small articulated loaders offer leading performance for improved operation and component protection. Side and front inlets bring cool air into the engine compartment and send it through the screened rear exit. The rear radiator screen is removable for easy cleanout, and its corrugated steel construction provides excellent durability. A separate temperature-controlled hydraulic oil cooler operates as needed to ensure quieter operation as well. High Tractive Effort: Based on operating conditions, Bobcat® small articulated loaders automatically enable one of two traction modes – High-Traction mode for control over rough and slippery terrain or Turf-Safe mode for the least possible ground disturbance. The optional traction assist switch enables you to momentarily override the automatic modes to travel through adverse conditions. Bobcat MT100 (Mini-Track Loader) - *Launched in 2020 Bobcat mini track loader lineup delivers an improved 1,000 lb. rated operating capacity and increased breakout force to accomplish more than ever. It fits through gates and into backyards, easily maneuvering in tight work areas to replace hand tools and take productivity to the next level. In addition, the rollers are sealed so there’s no need for daily roller maintenance and downtime during projects. Attachment Versatility: With the Common Industry Interface, you can quickly connect attachments – including buckets, pallet forks, augers, trenchers, stump grinders and sweepers – to make quick work of multiple jobs that used to take much longer by hand. Safety Features: Built-in safety features help operators stay safe and productive. Features include an attachment shutdown system, lift arm lockout system, parking brake and neutral start interlocks. Ride-On/Walk-Behind Convenience: An integrated ride-on platform on the Bobcat MT100 mini track loader is more comfortable for operators working or traveling on a jobsite. Ride Comfort: Optimized roller spacing on the MT100’s track system improves ride quality. Choose from two track sizes for your preferred combination of performance and comfort. Minimal Ground Disturbance: The high-flotation tracks move across wet and muddy ground conditions, reduce ground pressure and minimize damage to lawns and other established surfaces. Choose non-marking tracks to prevent marks on driveways and sidewalks. Improved Serviceability: Bobcat mini track loaders offer tool-free access for regular maintenance. Just open the hood to quickly check coolant, fuel, oil and hydraulic fluid levels. In addition, the rollers are sealed so there’s no need for daily roller maintenance. Simple Operation: Choose one-hand drive operation (MT55) or ISO joystick controls (MT100) to make it simple to operate and maneuver the mini track loader. Either is a great match for less experienced equipment operators, renters, and seasonal help.	

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Bobcat Company adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 14001 and OHSAS 18001 and transitioning to the 45001:2018 standard to control environmental risk associated with the manufacture of compact industrial, construction and agricultural equipment, and attachments at the Bobcat facilities. (See attached Certifications and Corporate Sustainability Report). Climate Change & Energy: We strive to respond to climate change issues by promoting responsible use of energy throughout our business value chain and maintain efforts in improving environmental protection and awareness at all our facilities. These efforts include conserving energy, improving energy efficiency, and giving preference to renewable over non-renewable energy when feasible. We practice conserving natural resources b increasing the materials we recycle, adopting conservation measures, and strengthening pollution prevention. Our facilities are becoming more environmentally friendly through LED lighting installation, LEED, and in line with the expansion plans will continue our efforts to reduce environmental footprint by installing LED lighting at all sites, upgrading paint lines, converting to natural gas from LPG and improving overall efficiency. Furthermore, Doosan Bobcat North American Headquarters located in West Fargo, ND and the Acceleration Center, located in Bismarck, ND have achieved the LEED Certification. The Bobcat Acceleration Center is one of only a handful of test lab facilities of its kind to receive and achieve LEED Certification, a widely used green building rating system and is a globally recognized symbol of sustainability achievement. Water & Waste Management: Throughout Doosan Bobcat North America, our water performance is systemically tracked and monitored, we are taking steps to primarily cut water withdrawal and reduce water consumption intensity. Ex. Our facilities follow the storm water permit process approves how storm water is dispersed. Further, we ensure all wastewater generated from production processes go through a physical, chemical, and biological treatment process at the wastewater treatment facility prior to discharged back to the local municipality. Waste Management, our approach is to prevent waste by using less material, recycling (metals, oils, wood, paper, plastics, and glass), finding fewer toxic substitutes, and/or by making equipment or process changes. Since 2006, the Gwinner facility has been registered as a Very Small Quantity Generator (VSQG) of hazardous waste. In 2020, Bobcat Company launched the world's first All Electric Compact Track Loader (eT76 now T7x) and Compact Excavators (E10e electric, the world's first 1Ton Electric Mini-Excavator, E19e, and E32e) initiatives at ConExpo in Las Vegas, NV. Today, we maintain a high priority focus on zero-emission, climate change, environmental, community impact, social, and sustainability initiatives as a part of our Corporate ESG (Environmental, Social, and Governance) long range plan. Doosan Portable Power adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 1400:2015 to control environmental risk associated with the manufacture of portable power equipment. The environmental attribute of our Generators is one of our key selling features. We were the industry leaders in becoming completely Tier 4 Final and incorporating this into all sizes of our generators. This reduces emissions and decreases fuel consumption. Our Generators are some of the quietest on the market, eliminating much of the noise pollution that traditionally accompanies construction equipment. We also provide 110% fluid containment as a standard practice in all our generators. If any fuel or oil leaks in the machines, it is kept in the containment basin and not allowed to reach the ground.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board).	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Our organization does have an annual Small Business Contracting Plan and have goals to meet utilizing strategic partnerships for sourcing and sales in order to meet Supplier Diversity Plans. Bobcat Company has several independently owned dealers/enterprises that are Women Owned or Minority Owned Business Entity, or Veteran Owned. Examples: Women Owned entities; Viking Equipment, Bobcat of Chattanooga, Bobcat of Knoxville. Veteran Owned Entities; Upstate Equipment, Bobcat of Buffalo, Bobcat of Buffalo South, Bobcat of Syracuse, Bobcat of the Twin Tiers.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Bobcat Company, our vision, mission, and values align with providing world class compact equipment, serviced by world class dealer networks, built by world class employees, to service the world's finest customers. With our expert internal and field staff, our nearly 1,400+ dealer locations in North America, our through-put and output of solution-oriented sales growth, rental, leasing, parts, and service efficiencies will ensure our continued market leadership. Our continued innovation and our quality put our products ahead of the competition and with our world-renowned brand, Bobcat® customers know they've invested in the best. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed and do more. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities, and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile, and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. We lead the industry through Brand Excellence, Innovation Leadership, Powered by People, and Community Partnership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties will cover all products, parts, and labor within the specified warranty period. Optional Protection Plus extended warranties are also available for increased protection and peace of mind. (See Attached Warranty Statements)	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Customary to the manufacturing industry, usage limitations such as; length of time or number of months (i.e. 12 or 24 months) and/or the number of hours (i.e. 2000 hours). Protection Plus an optional Manufacturer's Warranty would also follow the aforementioned number of months/hours methodology. Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time for technicians will not be covered to perform warranty repair.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Bobcat Company has over 1,400+ independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state/province that will stand ready to perform service and warranty work to best serve the government customers. Any remote locations that provide a challenging warranty or service situation, Bobcat Company will work with the nearest dealer enterprise to customize solutions that will meet and/or exceed the customers' expectations	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note: all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.	*
51	What are your proposed exchange and return programs and policies?	Exchange and returns rarely occur, however in the event that the situation(s) should arise, Bobcat Company will work with the customer on a case-by-case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations. Bobcat Company is a build to order manufacturer and In the event that a unit is shipped and delivered to an ordering entity and it is discovered that the unit does not meet the customer's intent and the unit was quoted and ordered per the ordering entity requested specification or request for quote and a formal purchase order or signed quote was initiated, built and shipped, Bobcat Company may request up to a 30% restocking fee to cover the additional transportation and costs associated with moving/reselling the unit ordered by the government customer/entity.	*
52	Describe any service contract options for the items included in your proposal.	Customized service plans/contracts are available and will be only offered by the Bobcat® independently owned and authorized dealers. Customized service plans/contracts may include (*not an all-inclusive list) preventative maintenance plans, service interval plans, high utilization plans, or plans designed to meet unique customer needs. If so, chosen by the customer, service plans/contracts through the Bobcat® authorized locations can be quoted and ordered in conjunction with contract items	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. No prompt payment discounts are currently offered. Acceptable payment methods are check, ACH, EFT, and credit card. In the event of delinquent customer payments, Bobcat Company reserves the right to charge the customer interest on the delinquent invoices up to but not to exceed 10%.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat Company does provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the corporate headquarters, authorized dealer locations, or other third-party financing organizations such as; Wells Fargo, PNC, Synchrony, and NCL Government Capital.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents include quote templates with itemized costs to include the equipment, factory installed options, attachments, dealer installed parts, freight, Dealer PDI, Dealer Assembly charges, and any other associated costs with the transaction. Quote date, time, quote number, Agency Name, Point of Contact information, delivering dealer, and ordering instructions will be displayed at the top of the quote. Sourcewell Contract numbers will be clearly displayed within the footer of the quote. (see US and Canada Samples) Invoices will reflect the itemized quote making it easy for the customer to cross reference. (see attached sample invoice)	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bobcat Company and its dealers will accept government purchase cards to satisfy payment requirements. Although it is not common practice currently, Bobcat Company and its dealers reserve the right to charge the applicable credit card fee that is appropriate and coincides with the amount of purchase.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Bobcat Company pricing model will be ceiling based beginning with a specified percentage discount off manufacturers suggested list price by product or product category. (See Bobcat Company Price Pages attached) (Canadian pricing can be calculated by adding the current exchange rate and any applicable tax).	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ceiling based discounts will begin at 16% off manufacturers suggested list price and may range up to 34% off manufacturers suggested list price depending on product model or product line and is dependent on corporate dealer programs, overstocked inventory, manufacturing capability, market share, and competitive benchmarking. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressure, discount programs, overstocked inventory, and market share opportunities. (See attached Bobcat Company Price Pages).	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available. Ex. Purchase order transactions that contain multiple units of a product category or product model with factory installed options and attachments of quantities of 5 or more may receive a more favorable discount consideration beginning with 1% additional discount and/or freight cost reductions if available through corporate programs. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressures, discount programs, and market share opportunities	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Bobcat Company will allow for “sourced” goods/products or related services or “open market” items or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. Such items may be offered at the dealer price plus 24%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional total cost of acquisition may include items such as manufacturer freight and destination charges, applicable state and local sales tax, dealer assembly/installation charges, set up, pre-delivery inspections, document fees, finance fees, insurance costs, environmental disposal costs, material surcharges, fuel surcharges, fuel tank fill, transfer costs, freight forwarding costs, air freight costs, dealer final destination charges, training, service plans/contracts, warranty escrow, extended warranty or Protection Plus. Pre-delivery Inspection and Installation Costs are associated with the local independently owned and authorized Bobcat® dealership shop and labor rates.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs and/or destination charges (varies by product type, size and weight) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Depending upon product mix being delivered and end customer delivery address, there may be a combination of freight, destination charges, fuel surcharges, and dealer delivery charges. Units will be shipped from the factory to the nearest assigned dealer for pre- delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the end customer to arrange final delivery within the appropriate delivery times determined by the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, fairy, 3rd party freight forwarding charges, and any required insurance needed while in transit. Additional charges will be reviewed by the customer prior to order, and it is customary for Bobcat Company to work with the customer throughout the sales/delivery process meeting the desired delivery method specified by the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost-effective methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Pricing offered in response to this Sourcewell RFP was created in a way to capture the mindshare of Bobcat Company Executives and authorized Bobcat® independently owned enterprise Dealer Principals, in order to create the necessary buy in needed to gain additional corporate and dealer network support and resources. While it may not currently be similar or better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments this is simply due to the timing of the new RFP and potential award. Lest we forget that we remain in unprecedented times with inflation, supply chain price volatility, freight cost uncertainty, labor shortages, labor cost increases, significant backlog in certain models and product categories, all leading to continued uneasiness of executives wanting long term contracts. However, because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate the current economic climate, budgets, and customer situations. All other contracts in our portfolio will be adjusted as the contact terms and conditions permit or will be removed from our contract portfolio. If awarded, Sourcewell will remain to be the go-to solution in our contract portfolio and as the current economic chapter closes, we will be better positioned for growth and competitive agility.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat® Dealers and Distributors by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System, Customer Sales Experience quoting solution, and Contract Management System in order to comply with contract discounts and pricing for quoting consistency in accordance with the awarded contract. Pricing and discounts will be readily available for both inside sales support staff and dealers to quickly and easily access, expediting the sales process and order capture. All orders will be verified or processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for auditing, quarterly reporting to Sourcewell and administrative fee remittance.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1) Contract Quote and Sales/Retail data by product type 2) Contract Quote and Sales/Retail data by model and industry size class 3) AEM Market Share, UCC, and Industry Specific Data 4) Customer demographics: (ex. city, county, municipality, k-12, university, non-profit, state agency etc.) and location. 5) Sales Revenue Growth 6) Marketing Plan • Frequency and Timing • Media delivery schedule as it relates to budget cycles - Media Metrics – E-Blasts, E-newsletters, Online display ads, Print ads • Impressions • Click Rates • Bounce Rates • Form Submissions	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Bobcat Company proposes an administrative fee structure of no more than three quarters of one percent or 0.75%. The proposed discounts offered will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity. Since the Canadian sales are reported in CAD rather than US Dollar, I propose the Canadian sales be reported separately and the administration fee be paid based upon the average exchange rate (FX) for the given quarter as the payment to Sourcewell from Bobcat Company is in US dollars. Sale Example: $100,000 CAD / 1.34 (current FX) = $74,626.87 US. Administration fee payment: $74,626.87 x .75% = $559.70.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Bobcat Company product lines fit within the scope of this Sourcewell RFP. Our breadth of products includes the following for Sales, Lease and Rental; Bobcat® Skid Steer Loaders, Bobcat® Electric Skid Steers, Bobcat® Compact Track Loaders, Bobcat® Electric Compact Track Loaders, Bobcat® Compact Excavators, Bobcat® Electric Excavators, Bobcat® Large Excavators, Bobcat® Telehandlers, Bobcat® Compact Wheel Loaders, Bobcat® Small Articulated Loaders, Bobcat® Mini-Track Loaders, Bobcat® Light Compaction Equipment, Bobcat® Utility Work Machines (Toolcat®), Bobcat® Compact and Utility Tractors, Bobcat® Utility Vehicles, Bobcat® Zero-Turn Mowers, Steiner® Tractors and Ryan® Turf Renovation Equipment and associated attachments, implements, accessories/parts, and associated warranty/extended warranty. We intend to add additional products to the Bobcat® Catalog and Branded offering as we develop this market through organic growth and acquisition to better serve Sourcewell and its members.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Other Value Added, Bobcat® power units that may fit both the scope of Grounds Maintenance, Material Handling, Power Generation, Portable Construction, Utility, and Medium Duty Construction equipment, Attachments, Implements, Parts, and associated warranty/extended warranties	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	◉ Yes ○ No	Bobcat® Compact Track Loaders Bobcat® Compact Wheel Loaders Bobcat® Small Articulating Loaders visit: https://www.bobcat.com/na/en/equipment/loaders for more information	*
72	Skidsteers;	◉ Yes ○ No	Bobcat® Skid Steer Loaders ranging from the M-Series to the recently launched R-Series loaders. visit https://www.bobcat.com/na/en/equipment/loaders/skid-steer-loaders for more information.	*
73	Mini excavators;	◉ Yes ○ No	Bobcat® Compact or Mini-Excavators to include M-Series, R-Series and R2 Series Excavators. visit: https://www.bobcat.com/na/en/equipment/excavators/compact-excavators for more information	*
74	Telehandlers;	◉ Yes ○ No	Bobcat TL519, TL619, TL723, and TL923 visit: https://www.bobcat.com/na/en/equipment/telehandlers	*
75	Soil compaction and site preparation equipment	◉ Yes ○ No	All the aforementioned products or equipment fall into soil compaction and/or site preparation equipment. Other product portfolio attachments will be made available to Sourcewell members. visit: https://www.bobcat.com/na/en/attachments	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell RFP 020223 - Bobcat Price Pages - January 2023.xlsx - Thursday February 02, 2023 13:57:37
- Financial Strength and Stability - Financials.zip - Thursday February 02, 2023 14:06:13
- Marketing Plan/Samples - Marketing _ Product Information_Sustainability Report.zip - Thursday February 02, 2023 14:07:17
- WMBE/MBE/SBE or Related Certificates - Certifications.zip - Thursday February 02, 2023 14:12:50
- Warranty Information - Warranty.zip - Thursday February 02, 2023 14:14:28
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday February 02, 2023 14:17:14
- Upload Additional Document - Dealer List_Territory Maps_State and Cooperative Contracts List.zip - Thursday February 02, 2023 14:24:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Randy Fuss, Director, Government Accounts, Clark Equipment Company dba Bobcat Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☑	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☑	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☑	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☑	1

AMENDMENT #1
TO
CONTRACT # 020223-CEC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

Clark Equipment Company dba Bobcat Company changed its name to "Doosan Bobcat North America, Inc." and Supplier has requested to modify the Contract to change its name. No other structural changes have taken place with the company.

As of the effective date of this Amendment, all references to "Clark Equipment Company dba Bobcat Company" in Contract # 020223-CEC will be replaced with "Doosan Bobcat North America, Inc."

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/28/2024 | 1:55 PM CDT

Doosan Bobcat North America, Inc.

By: DocuSigned by: Randy L. Fuss 0F55B103999C454...
Randy L. Fuss, Director, Gov. Accounts

Date: 5/28/2024 | 11:49 AM PDT

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Proposal for Bowman Consulting Group, LTD. to Provide Planning Services - Interim Community Development Director to the City of Flowery Branch, GA.

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
The City of Flowery Branch currently has a vacancy for Community Development Director. This is a highly skilled and licensed position requiring expertise in the process of plan and plat review, final reviews and signature approvals.
The City of Flowery Branch, GA is experiencing active growth in revitalization, new construction, and new business growth. All of which require expert review and approval to comply with local, state, and federal building mandates. Operating without a trained professional in the capacity of Community Development Director to support these activities burdens the City of Flowery Branch and places a hardship on citizens and business owners.
The City of Flowery Branch, GA. engaging Bowman Consulting Group, LTD. will provide the requisite services required regarding plan and plat review process, final reviews, and signature approvals. Additionally, this service will cover review of public hearing applications for completeness, meeting with applicants, preparing and writing staff recommendation reports, attending public hearings, providing details of applications to elected officials and the City Manager.

FACTS AND ISSUES:
The City of Flowery Branch would like to contract with Bowman Consulting Group, LTD for Planning Services â€“ Interim Community Development Director.

OPTIONS:
1) Approve the contract for Planning Services â€“ Interim Community Development Director.
2) Do not approve the contract for Planning Services â€“ Interim Community Development Director.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
In excess of $25,000 - General Fund, Community Development Budget

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RECOMMENDATION:
To secure Bowman Consulting Group, LTD. to provide Planning Services - Interim Community Development Director. Providing management of the plan and plat review process, final reviews and signature approvals.

SAMPLE MOTION:

I move to approve the Bowman Consulting Group, LTD. contract for Planning Services â€“ Interim Community Development Director as submitted.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - bowmanconsultinggroupltdexecutive.pdf
- 24-0711 City of Flowery Branch - 5410 W. Pine Steet, Flowery Branch, GA 30542 (Amended with Changed terms and conditions 8-5-2024).pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Proposal for Bowman Consulting Group, LTD. to Provide Planning Services – Interim Community Development Director to the City of Flowery Branch, GA.

DATE: September 10, 2024

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:

ANNUAL- $175.00 per hour
Schedule "A" of proposed contract - Fees for Reprographic, delivery, travel, and other services.

CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: September 19, 2024

PURPOSE: To secure Bowman Consulting Group, LTD. to provide Planning Services - Interim Community Development Director. Providing management of the plan and plat review process, final reviews and signature approvals.

HISTORY: The City of Flowery Branch currently has a vacancy for Community Development Director. This is a highly skilled and licensed position requiring expertise in the process of plan and plat review, final reviews and signature approvals.

The City of Flowery Branch, GA is experiencing active growth in revitalization, new construction, and new business growth. All of which require expert review and approval to comply with local, state, and federal building mandates. Operating without a trained professional in the capacity of Community Development Director to support these activities burdens the City of Flowery Branch and places a hardship on citizens and business owners.

The City of Flowery Branch, GA. engaging Bowman Consulting Group, LTD. will provide the requisite services required regarding plan and plat review process, final reviews, and signature approvals. Additionally, this service will cover review of public hearing applications for completeness, meeting with applicants, preparing and writing staff recommendation reports, attending public hearings, providing details of applications to elected officials and the City Manager.

FACTS AND ISSUES: The City of Flowery Branch would like to contract with Bowman Consulting Group, LTD for Planning Services – Interim Community Development Director.

OPTIONS:

1) Approve the contract for Planning Services – Interim Community Development Director.
2) Do not approve the contract for Planning Services – Interim Community Development Director.

RECOMMENDED SAMPLE MOTION:

I move to approve the Bowman Consulting Group, LTD. contract for Planning Services – Interim Community Development Director as submitted.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

Bowman

July 29, 2024 AS AMENDED On 8/5/2024

Tonya D. Parrish
City Manager
City of Flowery Branch
5410 W. Pine Street
Flowery Branch, Georgia 30542

Re: **City of Flowery Branch**(the "Project")
5410 W. Pine Street
Flowery Branch, Hall County, Georgia 30542
Proposal to provide Planning Services (the "Proposal")
Proposal No. 24-0711

Dear Tonya D. Parrish:

We are pleased to submit this Proposal to provide Planning services. Bowman understands The City of Flowery Branch is in need of an interim Community Development Director. Per our conversations the job duties needed are management of the plan and plat review process, final reviews and signature approvals. The job also requires reviewing public hearing applications for completeness, meeting with the applicants, writing staff recommendation reports and attending public hearings providing the details of the application to the elected officials and public. I will also be available for general meetings with the public, elected officials and you as needed. As we discussed, we agree the compensation for the planning services fits best on an hourly rate. Bowman agrees to bill the time needed to provide this service as a Planner III position as shown on the attached Schedule B. The anticipated beginning date of services is August 8th, 2024. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and City of Flowery Branch (the "Client").

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

Task	Description	Fee Type	Total

1	**Planning Services** • Review policies and procedures for plan and plat submittals. Understand the permitting process and turn around expectations. • Final review of Permits and Plats for confirmation of addressing engineering comments. Provide signature for approval. • Review rezoning, variance, special use permit and other applications requiring public hearings. • Oversee the public notification requirements. Advertisement in the local paper and on-site posting of meeting information. • Write a staff report for each application making comment on adopted policies such and the Comprehensive Plan. • Provide the Elected Officials recommendations for the application such as denial, approval or approval with conditions. • Attend public hearings to present planning related cases. Provide the Elected Officials and the public a presentation providing details of the case and recommendations. • Be available to meet in person or remotely with city staff, Elected Officials, developers, applicants and Flowery Branch citizens. • Other miscellaneous planning related items unanticipated at this time.	Hourly as Needed: Planner III	$0.00
		Total Fees	**$0.00**

Bowman

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to City of Flowery Branch.

Sincerely,

Bowman Consulting Group Ltd.

Chris McCrary CM

Chris McCrary
Branch Manager

City of Flowery Branch hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by City of Flowery Branch to so execute this Proposal.

City of Flowery Branch

By:

Title: CITY MANAGER
Date: 8/5/2024

Bowman

SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2024

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman C.M. / Client

Bowman

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2024

CLASSIFICATION	HOURLY RATES
Senior Principal	$330.00/HR
Principal	$310.00/HR
Department Executive	$260.00/HR
Senior Project Manager	$235.00/HR
Project Manager	$200.00/HR
Project Coordinator	$115.00/HR
Senior Surveyor	$235.00/HR
Engineer I | II | III	$130.00/HR | $140.00/HR | $160.00/HR
Planner I | II | III	$125.00/HR | $135.00/HR | $175.00/HR
Designer I | II | III	$125.00/HR | $135.00/HR | $145.00/HR
CADD Drafter I | II | III	$ 90.00/HR | $115.00/HR | $125.00/HR
Construction Inspector	$115.00/HR
Landscape Architect I | II | III	$125.00/HR | $140.00/HR | $180.00/HR
Senior Environmental Scientist	$190.00/HR
Environmental Scientist I | II | III	$120.00/HR | $150.00/HR | $180.00/HR
Right of Way Specialist I | II | III	$ 96.00/HR | $115.00/HR | $140.00/HR
Survey Technician I | II | III	$105.00/HR | $125.00/HR | $145.00/HR
Project Surveyor	$190.00/HR
Survey Field Crew – 1 Man	$150.00/HR
Survey Field Crew – 2 Man	$190.00/HR
Survey Field Crew – 3 Man	$245.00/HR
3D Scanning Crew	$285.00/HR
Survey Field Technician	$100.00/HR
3D/UAV Modeling Technician	$180.00/HR
UAV Operation	$320.00/HR
SUE Field Crew - 1 Man	$155.00/HR
SUE Field Crew - 2 Man	$200.00/HR
SUE Field Crew - 3 Man	$260.00/HR
SUE Field Crew - 4 Man	$295.00/HR
SUE Utility Coordinator	$200.00/HR
SUE Technician I | II | III	$120.00/HR | $135.00/HR | $160.00/HR
Machine Control Technician	$270.00/HR
Administrative Professional	$ 95.00/HR
Remote Sensing Technician I | II | III	$105.00/HR | $125.00/HR | $145.00/HR

Initials: Bowman C.M. / Client

Table 1812018 - DEFAULT 2024 Florida/Georgia

Bowman

SCHEDULE C - REQUEST FOR INFORMATION

Accounts Payable Contact:

Point of Contact:

Phone:

Fax:

E-Mail:

Billing Information:

Billing Entity:

Billing Address: ☐ **Same as Proposal**

☐ **If Different, Please Provide:**

Billing Requirements:

Invoice Due Date:

Requirements/Attachments:

Invoices Transmitted Via Electronic Mail to:

Offer ACH Direct Deposit: ☐ **Yes, Contact:**

☐ **Not Sure, Contact Our Office**

☐ **Not At This Time**

Initials: Bowman C.M. / Client

Bowman

BOWMAN CONSULTING GROUP LTD.
TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd.** ("Bowman") to **City of Flowery Branch** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. ~~Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.~~ CM 8/5/2024

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. ~~**Certificate of Merit.** In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.~~ CM 8/5/2024

9. Conflict Resolution and Applicable Law. ~~Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars ($100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other~~ Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not CM 8/5/2024 successfully resolve all issues, then the parties agree that the state and federal courts located in Georgia ~~Virginia~~ shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

~~(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.~~ Cm 8/5/2024

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

~~**13. Limits of Scope.**~~

~~(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.~~ Cm 8/5/2024

~~(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.~~ Cm 8/5/2024

~~(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.~~ Cm 8/5/2024

~~(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.~~ Cm 8/5/2024

~~(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and~~

~~documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, these services will be performed by Bowman as hourly rate services under Section 14 below.~~ Cn 8/5/2024

~~(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.~~ Cn 8/5/2024

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman C.M. / Client

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider a Task Order Agreement for Professional Services from ESG Engineering to fulfill the City's Obligation to Submit a Physical Inventory List and Planning Document to the EPA Required by October 16, 2024.

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
In 1991, the EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead Copper Rule (LCR). Since its inception the LCR has undergone various revisions. In 2021 the EPA revised the Lead Copper Rule to better protect children and communities from the risks of lead and copper in their drinking water by requiring water systems to monitor drinking water at taps. The new rule decreases the acceptable concentration levels of lead and copper from 50 ppb to 15 ppb for lead and 1.3 ppm for copper.

FACTS AND ISSUES:
In order to adhere to the Environmental Protection Agencyâ€™s (EPA) 2021 Lead and Copper Rule Revision this Task Order Agreement (TOA) fulfills the Cityâ€™s obligation to submit a physical inventory list and planning document to the EPA required by October 16, 2024.
The program is designed to satisfy the requirements for the 2021 LCRR and reduce lead and copper in drinking water. The following steps are included in the program:
1. Acquisition of Inventory Data: Perform a desktop query and as-built file review for a water system by utilizing GIS software in conjunction with county tax parcel data, utility billing addresses, and drinking water capital improvement plans. The goal is to determine if water piping was installed before 1990 or after 1990.
2. Physical Inventory: If the material at a service address cannot be determined through the initial desktop query or as-built review (defined as an â€œunknownâ€), then field investigation is required. Field technicians will be deployed to verify the service line material on both the public side of the meter and the private side of the meter by various means and methods approved by the EPA/EPD.
3. Planning Document: The next step in this program will develop and submit the Planning Document required by the EPD to accompany the Inventory Submittal on behalf of the City.
4. Program Management: This task will establish sampling protocols for programs extending beyond the inventory period, recommend public awareness concepts, assist with pubic notification, and provide design, bid assistance, and construction administration for lead and copper service line replacements resulting from the findings.

OPTIONS:
To accept or not accept the Task Order Agreement from ESG Engineering.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$77,125 - Drinking Water State Revolving Fund (DWSRF) Administered by Georgia Environmental Finance Agency (GEFA)

RECOMMENDATION:
To accept the Task Order Agreement from ESG Engineering to perform Lead Service Line Inventory measures in order to adhere to the Environmental Protection Agencyâ€™s (EPA) 2021 Lead and Copper Rule Revision.

SAMPLE MOTION:
I make a motion to accept the Task Order Agreement from ESG Engineering to perform Lead Service Line Inventory measures in order to adhere to the Environmental Protection Agencyâ€™s (EPA) 2021 Lead and Copper Rule Revision.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Task Order Agreement for Professional Services from ESG Engineering.pdf
- F0002.010 LSL Task Order.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Task Order Agreement for Professional Services from ESG Engineering

DATE: September 19, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: September 19, 2024

PURPOSE: In order to adhere to the Environmental Protection Agency's (EPA) 2021 Lead and Copper Rule Revision this Task Order Agreement (TOA) fulfills the City's obligation to submit a physical inventory list and planning document to the EPA required by October 16, 2024.

HISTORY: In 1991, the EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead Copper Rule (LCR). Since its inception the LCR has undergone various revisions. In 2021 the EPA revised the Lead Copper Rule to better protect children and communities from the risks of lead and copper in their drinking water by requiring water systems to monitor drinking water at taps. The new rule decreases the acceptable concentration levels of lead and copper from 50 ppb to 15 ppb for lead and 1.3 ppm for copper.

FACTS AND ISSUES: The program is designed to satisfy the requirements for the 2021 LCRR and reduce lead and copper in drinking water. The following steps are included in the program:

1. **Acquisition of Inventory Data:** Perform a desktop query and as-built file review for a water system by utilizing GIS software in conjunction with county tax parcel data, utility billing addresses, and drinking water capital improvement plans. The goal is to determine if water piping was installed before 1990 or after 1990.

2. **Physical Inventory:** If the material at a service address cannot be determined through the initial desktop query or as-built review (defined as an "unknown"), then field investigation is required. Field technicians will be deployed to verify the service line material on both the public side of the meter and the private side of the meter by various means and methods approved by the EPA/EPD.

3. **Planning Document:** The next step in this program will develop and submit the Planning Document required by the EPD to accompany the Inventory Submittal on

behalf of the City.

4. **Program Management:** This task will establish sampling protocols for programs extending beyond the inventory period, recommend public awareness concepts, assist with pubic notification, and provide design, bid assistance, and construction administration for lead and copper service line replacements resulting from the findings.

OPTIONS: To accept or not accept the Task Order Agreement from ESG Engineering.

RECOMMENDED SAMPLE MOTION: I make a motion to accept the Task Order Agreement from ESG Engineering to perform Lead Service Line Inventory measures in order to adhere to the Environmental Protection Agency's (EPA) 2021 Lead and Copper Rule Revision.

DEPARTMENT: Finance

Prepared by: Elias Gobble

TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

Consultant's Address: 6400 Peake Road, Macon Georgia 31210

Client's Address: P.O. Box 757, 5410 Pine Street, Flowery Branch, Georgia 30542

Project Name: F0002.010: Lead & Copper Program Management

Project Location: Flowery Branch Water Service Area

BACKGROUND

On December 17, 2021, following U.S. EPA engagement activities, U.S. EPA published Docket No. EPA-HQ-OW-2021-0255 in the federal register.

- U.S. EPA committed to propose and revise the Lead and Copper Rule Revisions (LCRR) by October 2024 with the Lead and Copper Rule Improvements (LCRI).
- The LCRI is expected to delay the implementation of portions of the LCRR beyond the October 16, 2024, compliance date.
- The U.S. EPA will not delay the service line material inventory requirements in the LCRR.

The CITY is required to engage in a 12–17-year program to identify and replace lead and copper service lines. The inventory must include all service lines connected to the public water distribution system regardless of intended use (40 CFR §141.84(a)(2)). The inventory must include information on both the system and customer owned portions. Services lines must be classified as lead, galvanized requiring replacement (GRR), non-lead (or the actual material), or lead status unknown services lines (or unknown). A classification of non-lead must be supported by evidence-based records, methods, or techniques to prove it is not lead or GRR. By 2024, the CITY will need to complete the service line inventory and provide planning documentation to EPD/EPA addressing the following major areas:

- Strategy for determining any unknowns resulting from inventory
- Step by step procedures for LSL replacements
- Process for informing customers prior to performing replacements
- LSLR Goal Rate for "Trigger" Level Exceedance
- Flushing procedures for customers
- LSLR prioritization and coordination with ongoing projects and Disadvantaged Communities
- Funding strategies to help disadvantaged persons offset costs

SCOPE OF WORK

Based on current information, the CITY's total number of water customers is estimated at 1,950 services. The overall goal of Tasks 1, 2, 3, and 4 is to reduce the number of unknown services in the Inventory to be submitted next year to zero. However, depending on findings during delivery of each task, it may be impractical or too costly to work toward zero unknowns. The CONSULTANT will work with the CITY during and upon completion of each task to estimate the subsequent task's expected cost benefit, thus supplementing decisions to be made regarding the next phase.

All tasks below will be executed in order chronologically to progressively reduce the number of water service lines to be identified as "Unknown Material" in the inventory submittal. The strategy to be agreed upon by execution of this document is that CONSULTANT will continue to reduce unknowns by deploying the tasks below and will work toward either an agreed upon budget amount or toward an acceptable (to the CITY) Targeted amount/quantity of remaining Unknowns until the tasks are complete. The services to be provided by the CONSULTANT for each of these tasks are summarized in the following paragraphs.

TASK 1 – ACQUISITION OF INVENTORY DATA

Analysis of Existing Data Sources and Database Design

The initial focus of Task 1 is to minimize the necessity for physical inspections through examination of available documents; for example, expert interviews, as-built plans, or historical records obtained from sources such as the water department. Furthermore, the scope also involves a comprehensive review of the Drinking Water Capital Improvement Plan (CIP) to effectively mitigate uncertainties, as the project's design and construction phases could serve as opportunities to gather vital information.

In parallel, the initial focus of Task 1 is to build an ESRI-based inventory model to serve as a robust tool to track all inventory-related data: information gathered from existing data sources, as well as forthcoming physical inspections. A GIS Query will be performed to reduce unknowns based on the fact that all structures serviced after a construction data of 1990 can be eliminated as "non-lead".

In a proactive approach to engage the community, CONSULTANT will initiate a customer outreach effort through mailers to solicit the valuable input of citizens in determining customer side service types. An innovative digital interface will be developed to seamlessly integrate mailer returns into the CITY 's database inventory, further enhancing the accuracy and comprehensiveness of the data. CONSULTANT will assist the CITY in identifying potential funding sources through state and federal entities to support the successful implementation of the Lead and Copper Program. The ESRI-based inventory model will track these mailer responses.

While the cost of the ESRI software will be incurred as a portion of Task 1, note that the software is a prerequisite to execute subsequent Task 2. CONSULTANT will also geocode all service addresses and assign all water billing accounts to addresses and physical locations using GIS technology- this is required for the proper inventory.

During and upon completion of initial focus of Task 1, the CITY will receive updates regarding the success of the efforts.

TASK 2 – PHYSICAL INVENTORY

Once available records have been reviewed and documented within the ESRI-based model, the focus of the project will transition to reducing the quantity of "Unknown Services" by means of physical inspections – this is the focus of Task 2. The phased approach of this task utilizes the least expensive methodology first and successively progresses to more expensive methodology until the ability to reduce "Unknown Services" is exhausted.

Task 2A – Meter Box Inspections: All Unknowns

For the cost of $15 per meter box inspection ($7.50 per service line), CONSULTANT's field personnel will visit all "unknown services" meter boxes and attempt to verify system and customer side for service material. Hand digging will be performed to visually inspect down to a maximum of 2-inches. The CITY will be notified if a service line is buried deeper for potential cleaning by CITY personnel. A dramatic decrease in the number of remaining unknowns is expected due to this effort.

Task 2B – Hydrovac Inspections

CONSULTANT will utilize water hydrovac inspections to further minimize the number of unknown service materials. For the cost of $75 per hole, CONSULTANT's field personnel will visit "unknown services" meter boxes; near the meter box, a hydrovac machine will be used to create a pothole (approximately 4-inches in diameter and maximum 18-inches in depth) to expose the system and/or customer service lines for observation. Field personnel will determine and record the service material. However, note that this inspection will only be necessary if material cannot be viewed inside the meter box.

TASK 3 – PLANNING DOCUMENT (LSL REPLACEMENT PLAN)

As part of Task 3, CONSULTANT will develop and submit the Planning Document required by EPD to accompany the Inventory Submittal on behalf of CITY. The Planning Document will include the following:

- Explanation of strategy for determining any unknowns resulting from Task 1 efforts
- Project step-by-step procedures for LSL Replacements
- Plan and process for informing customers prior to completing replacement work
- Flushing procedures for customers
- LSLR prioritization and coordination with ongoing projects and disadvantaged communities
- Funding strategies to help disadvantaged persons offset costs

TASK 4 – PROGRAM MANAGEMENT (BEYOND INVENTORY SUBMITTAL DATE)

As a part of Task 4, CONSULTANT will establish sampling protocols for programs extending beyond the inventory period. These protocols will include a sampling/testing plan to find sources of lead in drinking water at childcare facilities and schools. The CONSULTANT will make recommendations on planning, training, public education, notifications, and outreach programs. The CONSULTANT will assist the CITY in public notification and education campaign concerning the Lead and Copper Sampling Program. The CONSULTANT will provide design, bid assistance, and construction administration for lead and copper service line replacements resulting from findings during the inventory and sampling efforts.

COMPENSATION

Compensation by OWNER to the CONSULTANT will be as follows:

Task	Total Estimated Price
Task 1 – Acquisition of Desktop Inventory Data, Software, and Review of Records (Review of As-Builts, Tap Cards, System Maps, Ordinances/Codes, Database Design, Community Mailers, Software Design, and overall Program Management.)	$15,000 (Lump Sum)
Task 2 – Physical Inventory Task 2A: Meter Box Inspections* – All Unknowns Task 2B: Hydrovac Inspections	 $ 15 per meter $ 75 per Hydrovac Inspection
Task 3 – Planning Document (LSL Replacement Plan)	$100 per Hour
Task 4 – Program Management and Lead Service Line Replacement	*To be determined after completion of inventory (Tasks 1, 2, 3)*

EXAMPLE BUDGET

Given the complexity of the work involved in this Task Order and the unknown nature of the data and field-conditions, an example budget is provided below for purposes of illustrating the potential outcome of the CONSULTANT's services.

Please note that this is an estimate only, and that specific outcomes may vary considerably.

Task	Estimated Qty	Unit Price	Task Cost	Unknowns Remaining
Task 1	1,950 Meters	$15,000 Lump Sum	$ 15,000	975 Meters (±50% Reduction)
Task 2A	975 Meters	$15 per Meter Box	$ 14,625	500 Meters (±50% Reduction)
Task 2B	500 Service Lines	$75 per Hydrovac Inspection	$ 37,500	0
Task 3	100 Hours	$100 per Hour	$ 10,000	N/A
		Total	**$ 77,125**	**0**

Given these assumptions and the unit and lump sum prices established, the CITY'S initial inventory would be submitted to the State by the October 16, 2024 deadline with an estimated number of zero service lines of unknown material. However, should the situation change, there would be available three years during the LCRI promulgation period to gather information on service lines of unknown material.

1 OBLIGATIONS OF THE CITY

In addition to those obligations provided by the terms and conditions of the Agreement, the CITY shall:

1.1 CITY-Furnished Data

The CITY will provide to ESG all data in the CITY's possession relating to ESG's performance of the Scope of Services regarding the PROJECT. ESG will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

1.2 Access to Facilities and Property

The CITY will make its facilities accessible to ESG as required for ESG's performance of the Scope of Services and will provide labor and safety equipment as required by ESG for such access. The CITY will perform, at no cost to ESG, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with ESG's services.

1.3 Operations Assistance and Services

The CITY authorizes ESG to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the performance of the Scope of Services. The CITY authorizes ESG to take such actions in these respects as ESG considers necessary to meet the objectives of the Scope of Services.

1.4 Advertisements, Permits, and Access

The CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ESG's services.

1.5 Timely Review

The CITY will examine ESG's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner.

1.6 Prompt Notice

The CITY will give prompt written notice to ESG whenever the CITY observes or becomes aware of any development that affects the scope or timing of ESG's performance, or of any defect in the work of ESG.

1.7 Changes

The CITY may request changes within the general Scope of Services in this Task Order. If such changes affect ESG's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

2 GENERAL LEGAL PROVISIONS

2.1 Authorization to Proceed

Execution of this Task Order by the CITY will be authorization for ESG to proceed with the work, unless otherwise provided for in this Task Order.

2.2 Force Majeure

ESG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ESG. In any such event, ESG's contract price and schedule shall be equitably adjusted.

2.3 No Conflict of Interest for Future Work

The services performed by ESG under this Task Order do not preclude ESG from proposing or providing such services to the CITY in the future. Information and knowledge gained by ESG in providing services under this contract shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

2.4 Third Party Beneficiaries and Scope of Services

This Task Order gives no rights or benefits to anyone other than the CITY and ESG and has no third party beneficiaries. The services to be performed for the CITY by ESG are defined solely by this Task Order and the terms and conditions of the Agreement.

2.5 Materials and Samples

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site within 60 days of close-out unless agreed to otherwise. Exceptions to sthis clause are items subjected to destructive testing or samples with nominal intrinsic value, such as samples of liquid, solid or gaseous materials that are non-hazardous. The CITY recognizes and agrees that ESG is acting as a Bailee and at no time assumes title to said items, substances, materials, or samples.

2.6 Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Task Order, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Task Order are binding on the successors and assigns of the parties hereto.

3 ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Task Order, including its attachments and schedules, and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

For the OWNER, **Flowery Branch**
Dated this________________day of________________, 2024

By:________________________________ ____________________
Name Title

For the CONSULTANT**, ESG Engineering, Inc.**,
Dated this 28 day of May , 2024

By: Trey Gavin, P.E. Principal
Name Title

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-006, Loan Agreement from Drinking Water State Revolving Fund Administered by Georgia Environmental Finance Authority

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
In 1991, the EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead Copper Rule (LCR). Since its inception the LCR has undergone various revisions. In 2021 the EPA revised the Lead Copper Rule to better protect children and communities from the risks of lead and copper in their drinking water by requiring water systems to monitor drinking water at taps. The new rule decreases the acceptable concentration levels of lead and copper from 50 ppb to 15 ppb for lead and 1.3 ppm for copper.

FACTS AND ISSUES:
The EPA has partnered with federal and state financing organizations throughout the country to provide funding sources to offset the burden of cost to communities in order to reduce lead and copper in the drinking water under the slogan â€œGet the Lead Outâ€. The program requires communities to perform the following:
-Determine materials used within a water system to deliver water from its source to the tap;
-A process for informing customers prior to performing material replacements, if applicable;
-Provide step by step procedures for lead service line replacements, if applicable;
-Lead service line goal rate for trigger level exceedance;
-Provide flushing procedures for customers;
-Determine lead service line replacement prioritization and coordination with ongoing projects and disadvantaged communities;
-Determine funding strategies to help disadvantaged communities to offset costs to replace unsuitable materials.

OPTIONS:
To accept or not accept the Loan Agreement from the Drinking Water State Revolving Fund administered by the Georgia Environmental Finance Agency.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
NA

RECOMMENDATION:
To borrow up to $120,000 from the Drinking Water State Revolving Fund administered by the Georgia

Environmental Finance Agency to finance a portion of the Lead Service Line Removal project and authorize the Mayor and staff to execute any further related documents necessary to consummation of the transactions contemplated by the Loan Agreement.

SAMPLE MOTION:
I make a motion to borrow up to $120,000 from the Drinking Water State Revolving Fund administered by the Georgia Environmental Finance Agency to finance a portion of the Lead Service Line Removal project and authorize the Mayor and staff to execute any further related documents necessary to consummation of the transactions contemplated by the Loan Agreement.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Resolution 24-006.pdf
- Loan Agreement.pdf
- Loan Execution Instructions.pdf
- Promissory Note.pdf
- Resolution 24-006 Accept Loan Agreement from DWSRF GEFA.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 24-006 to Accept Loan Agreement from Drinking Water State Revolving Fund (DWSRF) Administered by Georgia Environmental Finance Agency (GEFA)

DATE: September 19, 2024

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: September 19, 2024

PURPOSE: In order to pursue funding to support the Environmental Protection Agency's (EPA) federal regulation, 2021 Lead and Copper Rule Revisions (LCRR), GEFA created a funding application to offset the burden of cost designed to control lead and copper in drinking water.

HISTORY: In 1991, the EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead Copper Rule (LCR). Since its inception the LCR has undergone various revisions. In 2021 the EPA revised the Lead Copper Rule to better protect children and communities from the risks of lead and copper in their drinking water by requiring water systems to monitor drinking water at taps. The new rule decreases the acceptable concentration levels of lead and copper from 50 ppb to 15 ppb for lead and 1.3 ppm for copper.

FACTS AND ISSUES: The EPA has partnered with federal and state financing organizations throughout the country to provide funding sources to offset the burden of cost to communities in order to reduce lead and copper in the drinking water under the slogan "Get the Lead Out". The program requires communities to perform the following:

- Determine materials used within a water system to deliver water from its source to the tap;
- A process for informing customers prior to performing material replacements, if applicable;
- Provide step by step procedures for lead service line replacements, if applicable;
- Lead service line goal rate for trigger level exceedance;
- Provide flushing procedures for customers;
- Determine lead service line replacement prioritization and coordination with ongoing projects and disadvantaged communities;
- Determine funding strategies to help disadvantaged communities to offset costs to replace unsuitable materials.

OPTIONS: To accept or not accept the loan agreement from the Drinking Water State Revolving Fund administered by the Georgia Environmental Finance Agency.

RECOMMENDED SAMPLE MOTION: I make a motion to borrow up to $120,000 from the Drinking Water State Revolving Fund administered by the Georgia Environmental Finance Agency to finance a portion of the Lead Service Line Removal project and authorize the Mayor and staff to execute any further related documents necessary to consummation of the transactions contemplated by the Loan Agreement.

DEPARTMENT: Finance

Prepared by: Elias Gobble

Loan/Project No. **DWLSL2023058**
Assistance Listing Number (ALN): # 66.468

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and existing under the laws of the State of Georgia)
as Lender

and

CITY OF FLOWERY BRANCH
(a public body corporate and politic duly created and existing under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this **"Agreement"**) dated ________________, 20____, by and between **CITY OF FLOWERY BRANCH**, a Georgia public body corporate and politic (the **"Borrower"**), whose address for purposes of this Agreement shall be **5410 PINE STREET, FLOWERY BRANCH, GA 30542**, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the **"Lender"**), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334.

1. Background - The Lender desires to loan to the Borrower **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. Loan - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the **"Loan"**) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$120,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. Note - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the **"Note,"** which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. <u>Interest, Fees, and Other Charges</u> - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of zero and 0/100 percent (0%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. <u>Prepayment</u> - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. <u>Authorized Borrower Representative and Successors</u> - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the **"Authorized Borrower Representative"**) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an **"Advance"**), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the **"Credit Documents"**) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the

Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the **"Completion Date"**) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the

Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to,

any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed $100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated

maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. <u>Miscellaneous</u> - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **OCTOBER 1, 2024**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF FLOWERY BRANCH

Approved as to form:

By:______________________________
Borrower's Attorney

Signature:______________________________

Print Name:______________________________

Title:______________________________

(SEAL)

Attest Signature:______________________________

Print Name:______________________________

Title:______________________________

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature:______________________________
Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

The city of Flowery Branch seeks to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

ITEM	TOTAL	DWSRF	OTHER CONTRIBUTIONS
Engineering & Administration	$20,000	$20,000	-
Service Line Investigation & Potholing	90,000	90,000	-
Devices & Equipment	-	-	-
Communication & Outreach Plan	-	-	-
LSL Replacement Plan	10,000	10,000	-
Sampling & Filters	-	-	-
Contingency	-	-	-
Other	-	-	-
TOTAL	**$120,000**	**$120,000**	**-**

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval with the exception of Devices & Equipment (which require Lender approval). In no event shall the Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

ACTION	DATE
Plans & Specs Submitted to EPD	APRIL 2024
Bid Opening	SEPTEMBER 2024
Notice to Proceed	OCTOBER 2024
Completion of Construction	OCTOBER 2024

SPECIMEN PROMISSORY NOTE

$120,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 0/100 PERCENT (0%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ____ day of ___________, ____.

(SEAL)

CITY OF FLOWERY BRANCH

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

A. Proof of advertising;
B. Certified detailed bid tabulation;
C. Engineer's award recommendation;
D. Governing body's award resolution;
E. Executed contract documents, including plans and specifications;
F. Construction and payment schedules;
G. Notice to proceed;
H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: DWLSL2023058

None.

FEDERAL REQUIREMENTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."

6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **$120,000** of this Loan, if all funds are drawn.

   Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

11. Reserved.

12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

15. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

16. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

    The bidders list must contain the following information from all prime contractors and subcontractors:

    1) Bidder's name with point of contract;
    2) Bidder's mailing address, telephone number, and email address;
    3) The procurement item on which the bidder bid or quoted, and when; and
    4) Bidder's status as an MBE/WBE or non-MBE/WBE.

    Borrowers receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **CITY OF FLOWERY BRANCH** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DWLSL2023058**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

(i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and

(ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

____
Signature

____
Printed Name

____
Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of ___________________________, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **$120,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

______________________________ (Signature of Person to Execute Documents)	______________________________ (Print Title)
______________________________ (Signature of Person to Attest Documents)	______________________________ (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated:____________________ ______________________________
Secretary/Clerk

(SEAL)

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Hunter Hill
Executive Director

August 9, 2024

Ms. Tonya Parrish
City Manager
City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542

Re: City of Flowery Branch – Loan No. DWLSL2023058

Dear Ms. Parrish:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund (DWSRF) loan in the amount of $120,000 on February 29, 2024. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer any questions that you may have. Based on the questions we commonly receive; we have prepared the following list of important terms for your convenience:

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:

    a. GEFA may award your project principal forgiveness in the amount of **$120,000**, if all loan funds are drawn.

    b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.

2. Origination Fee. The origination fee for this loan agreement has been waived for your community.

3. Loan Execution Expiration. Section 13(d) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.

5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.

6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately $0 per month throughout the life of repayment.

7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-584-1071 or kcastro@gefa.ga.gov.

Sincerely,

Kelvin Castro
Project Manager

Enclosures:

cc: Trey Crisp / ESG Engineering, Inc. (w/o enclosures)

Brian P. Kemp Governor
Hunter Hill Executive Director

DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- ☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**

- ☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."

- ☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.

- ☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. Do not sign the specimen note found in Exhibit B.

- ☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.

☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

☐ Project Performance Worksheet. Use the following link to enter the project-related information: https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr. Read the instructions prior to completing this project performance worksheet.

Brian P. Kemp Governor
Hunter Hill Executive Director

Recipient Execution Checklist

Borrower Name: City of Flowery Branch   Loan Number: DWLSL2023058

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents by October 1, 2024, the contract execution expiration date as outlined in item (13)(d) of the loan agreement.

_______**(2) Loan Agreements**

- ☐ Both loan agreements are signed and marked with the borrower's seal

_______**Exhibit E: Opinion of Borrower's Counsel**

- ☐ Signed, dated, and on the attorney's letterhead

_______**Exhibit F: Resolution of Governing Body**

- ☐ Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

_______**Promissory Note**

- ☐ Signed, dated, and marked with the borrower's seal

_______**Signature Card**

- ☐ Completed, box checked, attested (not one of the signers), and dated

_______**Vendor Authorization for ACH Electronic Funds Transfer**

- ☐ Completed, signed, and dated with a voided check/deposit ticket attached

_______**Project Performance Worksheet**

- ☐ https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr

CITY OF FLOWERY BRANCH
Loan/Project No. DWLSL2023058

PROMISSORY NOTE

$120,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 0/100 PERCENT (0%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ______ day of ____________________, ______.

CITY OF FLOWERY BRANCH

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________

(SEAL)

Attest Signature: ________________________________

Print Name: ________________________________

Title: ________________________________

Approved as to form:

By: ____________________________

Borrower's Attorney

RESOLUTION NO. 24-006

To Accept Loan Agreement from Drinking Water State Revolving Fund Administered by Georgia Environmental Finance Authority

WHEREAS, the governing body of the Borrower has determined to borrow but not exceed **$120,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINSTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

SO RESOLVED this 19th day of September, 2024.

____
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

____
Ted Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Authorizing a Change Order in the Amount of $68,579.75 for Incorporating Additional Road Paving Scope into the Ongoing Road Resurfacing Improvements Contract and Allow for an Additional 15 Days

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
The City awarded the Road Resurfacing Improvements construction contract to Baldwin Paving, Inc. Additional road paving improvements were incorporated into the contract in Change Order No. 1. Construction is approximately 80% complete for the current contract. The City has identified additional work to incorporate into the contract.

FACTS AND ISSUES:
This contract change order will incorporate road resurfacing improvements on the follow roads:
â€¢ A portion of Capitola Farm Road near the intersection with Scarlet Oak Way. Due to extensive fatigue/alligator cracking and rutting of the existing pavement, a deep patch will be performed to improve the overall pavement structure and prevent further damage.
â€¢ The proposed Railroad Avenue parking aisle which was incorporated into the contract in Change Order #1 will be expanded from 20â€™ to 30â€™ and parking spaces will be striped at a perpendicular angle. The number of parking spaces will increase to a total of 38 additional spaces on Railroad Ave.
Due to the additional scope of work, the contract period has been increased by 15 days, to a total of 135 days.
Funding was anticipated to be $2.6M for the entire paving project for FY25. This is within the budget. The funding is from SPLOST and the cityâ€™s Local Resources Fund.
Estimated Construction Costs:
Original Contract Amount: $ 1,645,269.00
Contract Amount Including Change Order No. 1: $ 2,235,859.73
Change Order No. 2 Amount: $ 68,579.75
Contract Amount Including Change Order No. 2: $ 2,304,439.48

OPTIONS:
1) Authorize Additional Road Paving Scope
2) Do Not Authorize Additional Road Paving Scope

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
$68,579.75 SPLOST and Local Resources Fund

RECOMMENDATION:
Authorize a Change Order in the amount of $68,579.75 for Incorporating Additional Paving Improvements into the Ongoing Road Resurfacing Improvements contract and allow for an additional 15 days of contract time.

SAMPLE MOTION:
I make a motion to authorize change order #2 for Baldwin Paving, Inc. in the amount of $68,579.75 for additional paving improvements and allow for an additional 15 days of contract time

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS
- 2024.09.18 - Executive Summary - Change Order No 2.pdf
- Change Order No. 2 - Capitola & Railroad - signed by contractor.pdf
- Capitola Farm Rd Resurfacing Graphic.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Authorizing a Change Order in the amount of $68,579.75 for incorporating Additional Road Paving Scope into the Ongoing Road Resurfacing Improvements contract and allow for an additional 15 days.

DATE: September 19, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $68,579.75

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: September 19, 2024

PURPOSE: To Consider Authorizing a Change Order in the amount of $68,579.75 for Incorporating Additional Paving Improvements into the Ongoing Road Resurfacing Improvements contract and allow for an additional 15 days of contract time.

HISTORY: The City awarded the Road Resurfacing Improvements construction contract to Baldwin Paving, Inc. Additional road paving improvements were incorporated into the contract in Change Order No. 1. Construction is approximately 80% complete for the current contract. The City has identified additional work to incorporate into the contract.

FACTS AND ISSUES: This contract change order will incorporate road resurfacing improvements on the follow roads:

- A portion of Capitola Farm Road near the intersection with Scarlet Oak Way. Due to extensive fatigue/alligator cracking and rutting of the existing pavement, a deep patch will be performed to improve the overall pavement structure and prevent further damage.
- The proposed Railroad Avenue parking aisle which was incorporated into the contract in Change Order #1 will be expanded from 20' to 30' and parking spaces will be striped at a perpendicular angle. The number of parking spaces will increase to a total of 38 additional spaces on Railroad Ave.

Due to the additional scope of work, the contract period has been increased by 15 days, to a total of 135 days.

Funding was anticipated to be $2.6M for the entire paving project for FY25. This is within the budget. The funding is from SPLOST and the city's Local Resources Fund.

Estimated Construction Costs:

Original Contract Amount:	$ 1,645,269.00
Contract Amount Including Change Order No. 1:	$ 2,235,859.73
Change Order No. 2 Amount:	$ 68,579.75
Contract Amount Including Change Order No. 2:	$ 2,304,439.48

OPTIONS: 1) Authorize Additional Road Paving Scope 2) Do Not Authorize Additional Road Paving Scope

RECOMMENDED SAMPLE MOTION: I make a motion to authorize change order #2 for Baldwin Paving, Inc. in the amount of $68,579.75 for additional paving improvements and allow for an additional 15 days of contract time

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

ESG ENGINEERING

CONTRACT CHANGE ORDER NO. 2

Project:	**Flowery Branch Resurfacing Improvements**
Owner:	**City of Flowery Branch**
Contractor:	**Baldwin Paving**
Date:	**September 18, 2024**

You are hereby requested to comply with the following changes from the contract plans and specifications:

CONTRACT AMOUNT

- Additional portions of roads to be resurfaced have been incorporated into the project and are reflected in the revised plan sheets (see attached):
  - A portion of Capitola Farm Road near the intersection with Scarlet Oak Way. Due to extensive fatigue/alligator cracking, a deep 5" mill and pavement patch will be performed to improve the overall pavement structure.
  - The proposed Railroad Avenue parking aisle which was incorporated into the contract in Change Order #1 will be expanded from 20' to 30' and parking spaces will be striped at a perpendicular angle.

The amount of the contract will *increase* by the amount of Sixty-Eight Thousand Five Hundred Seventy-Nine & 75/100 Dollars $ 68,579.75

The contract total including this and previous Change Orders will be: Two Million, Three Hundred and Four Thousand, Four Hundred Thirty-Nine and & 48/100 Dollars $ 2,304,439.48

See Attached Exhibit A for change order calculation.

CONTRACT PERIOD

Due to the additional scope of work, the contract period has been increased by 15 days, to a total of 135 days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

City of Flowery Branch ______ (Date)

Recommended:

ESG Engineering, Inc. 09/18/2024 (Date)

Accepted:

Baldwin Paving 9/13/2024 (Date)

BASE BID						CHANGE ORDER #1 ADDITIONAL ROADS		CHANGE ORDER #2 CAPITOLA FARM RD & RAILROAD AVE PARKING EXTENSION		REVISED CONTRACT AMOUNT	
SECTION 100 - PAVING IMPROVEMENTS											
ITEM NO.	**BID QTY.**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**BID TOTAL PRICE**	**CHANGE ORDER #1 QTY**	**CHANGE ORDER #1 TOTAL PRICE**	**CHANGE ORDER #2 QTY**	**CHANGE ORDER #2 TOTAL PRICE**	**TOTAL QTY (INCLUDING CO #2)**	**TOTAL PRICE (INCLUDING CO #2)**
100	85,000	SY	Variable Depth Milling of Asphaltic Concrete Pavement	$ 2.45	$ 208,250.00	-9850.00	$ (24,132.50)	0.00	$ -	**75,150.00**	**$ 184,117.50**
101	200	TN	Recycled Asphalt Leveling Course	$ 155.00	$ 31,000.00	0.00	$ -	0.00	$ -	**200.00**	**$ 31,000.00**
102	1,300	TN	Asphaltic Concrete Open-Graded Interlayer (OGI)	$ 164.00	$ 213,200.00	0.00	$ -	0.00	$ -	**1,300.00**	**$ 213,200.00**
103	3,600	TN	9.5 mm "Type II" Asphalt Overlay	$ 84.00	$ 302,400.00	0.00	$ -	0.00	$ -	**3,600.00**	**$ 302,400.00**
104	3,500	TN	12.5 mm Asphalt Overlay	$ 127.50	$ 446,250.00	-860.00	$ (109,650.00)	0.00	$ -	**2,640.00**	**$ 336,600.00**
105	440	SY	Full-Depth Pavement Repair (incl. demo & removal of ex. pavement & subgrade, compaction, 8" GAB, 2.5" asphalt binder course, and 1.5" asphalt surface course	$ 209.75	$ 92,290.00	0.00	$ -	0.00	$ -	**440.00**	**$ 92,290.00**
106	6	EA	Remove & Replace Existing 6x40 Signal Loop	$ 2,000.00	$ 12,000.00	0.00	$ -	0.00	$ -	**6.00**	**$ 12,000.00**
107	5	EA	Remove & Replace Existing 6x6 Signal Setback Loop	$ 1,000.00	$ 5,000.00	0.00	$ -	0.00	$ -	**5.00**	**$ 5,000.00**
108	23	EA	Adjust Existing Valve Box to Final Grade	$ 1,350.50	$ 31,061.50	0.00	$ -	0.00	$ -	**23.00**	**$ 31,061.50**
109	5	EA	Adjust Existing Manhole/Structure Top to Final Grade	$ 4,919.00	$ 24,595.00	1.00	$ 4,919.00	0.00	$ -	**6.00**	**$ 29,514.00**
110	22,000	LF	Solid Traffic Stripe, 5" - Yellow High-Build Paint	$ 0.50	$ 11,000.00	-1500.00	$ (750.00)	215.00	$ 107.50	**20,715.00**	**$ 10,357.50**
111	23,000	LF	Solid Traffic Stripe, 5" - White High-Build Paint	$ 0.50	$ 11,500.00	-160.00	$ (80.00)	245.00	$ 122.50	**23,085.00**	**$ 11,542.50**
112	400	LF	Skip Traffic Stripe, 5" - Yellow High-Build Paint	$ 0.35	$ 140.00	-170.00	$ (59.50)	0.00	$ -	**230.00**	**$ 80.50**
113	10,500	LF	Skip Traffic Stripe, 5" - White High-Build Paint	$ 0.35	$ 3,675.00	-3160.00	$ (1,106.00)	0.00	$ -	**7,340.00**	**$ 2,569.00**
114	600	LF	Stop Bar, 24" - White High-Build Paint	$ 3.50	$ 2,100.00	600.00	$ 2,100.00	20.00	$ 70.00	**1,220.00**	**$ 4,270.00**
115	2,000	SY	Median Hatching - Yellow High-Build Paint	$ 3.50	$ 7,000.00	0.00	$ -	0.00	$ -	**2,000.00**	**$ 7,000.00**
116	500	SY	Median Hatching - White High-Build Paint	$ 3.50	$ 1,750.00	-50.00	$ (175.00)	0.00	$ -	**450.00**	**$ 1,575.00**
117	360	SY	Pedestrian Crosswalk, 8" - White High-Build Paint	$ 5.00	$ 1,800.00	27.00	$ 135.00	0.00	$ -	**387.00**	**$ 1,935.00**
118	6	EA	Pavement Marking Arrow, Type 1 - White High-Build Paint	$ 40.00	$ 240.00	0.00	$ -	0.00	$ -	**6.00**	**$ 240.00**
119	62	EA	Pavement Marking Arrow, Type 2 - White High-Build Paint	$ 40.00	$ 2,480.00	-10.00	$ (400.00)	0.00	$ -	**52.00**	**$ 2,080.00**
120	5	EA	Pavement Marking Arrow, Type 3 - White High-Build Paint	$ 50.00	$ 250.00	0.00	$ -	0.00	$ -	**5.00**	**$ 250.00**
121	10	EA	Pavement Marking Arrow, Type 7 - White High-Build Paint	$ 50.00	$ 500.00	0.00	$ -	0.00	$ -	**10.00**	**$ 500.00**
122	8	EA	Pavement "ONLY" Marking - White High-Build Paint	$ 50.00	$ 400.00	0.00	$ -	0.00	$ -	**8.00**	**$ 400.00**
123	1	LS	Shoulder Grading & Grassing	$ 27,330.00	$ 27,330.00	0.00	$ -	0.00	$ -	**1.00**	**$ 27,330.00**
CO1-1	0	CY	Import Fill	$ 70.00	$ -	373.00	$ 26,110.00	0.00	$ -	**373.00**	**$ 26,110.00**
CO1-2	0	SY	Variable Depth Milling of Asphaltic Concrete Pavement	$ 3.50	$ -	23093.00	$ 80,825.50	320.00	$ 1,120.00	**23,413.00**	**$ 81,945.50**
CO1-3	0	TN	Recycled Asphalt Leveling Course	$ 165.00	$ -	60.00	$ 9,900.00	0.00	$ -	**60.00**	**$ 9,900.00**
CO1-4	0	TN	12.5mm Asphalt Overlay	$ 133.75	$ -	2277.95	$ 304,675.48	91.00	$ 12,171.25	**2,368.95**	**$ 316,846.73**
CO1-5	0	SY	Full-Depth Pavement Repair (incl. demo & removal of ex. pavement & subgrade, compaction, 8" GAB, 2.5" asphalt binder course, and 1.5" asphalt surface course	$ 140.00	$ -	1120.00	$ 156,800.00	0.00	$ -	**1,120.00**	**$ 156,800.00**
CO1-6	0	EA	Adjust Existing Valve Box to Final Grade	$ 1,500.00	$ -	15.00	$ 22,500.00	0.00	$ -	**15.00**	**$ 22,500.00**
CO1-7	0	SY	Cut Ex GAB/Gravel, Install 4" GAB, Prime Coat, & Compact Subgrade	$ 75.00	$ -	760.00	$ 57,000.00	410.00	$ 30,750.00	**1,170.00**	**$ 87,750.00**
CO1-8	0	EA	Wheelstops	$ 270.75	$ -	25.00	$ 6,768.75	13.00	$ 3,519.75	**38.00**	**$ 10,288.50**
CO2-1	0	EA	Convert Ex. Junction Box to Grate Inlet	$ 4,677.00	$ -	0.00	$ -	1.00	$ 4,677.00	**1.00**	**$ 4,677.00**
CO2-2	0	TN	19mm Asphalt Binder Course	$ 220.00	$ -	0.00	$ -	50.00	$ 11,000.00	**50.00**	**$ 11,000.00**
				SECTION 100 - PAVING IMPROVEMENTS SUBTOTAL:	**$ 1,436,211.50**		**$ 535,380.73**		**$ 63,538.00**		**$ 2,035,130.23**

SECTION 200 - GENERAL ITEMS											
200	1	LS	Traffic Control	$ 159,057.50	$ 159,057.50	0.35	$ 55,210.00	0.03	$ 5,041.75	**1.38**	**$ 219,309.25**
201	1	LS	Supplemental Work Allowance (SWA)	$ 50,000.00	$ 50,000.00	0	$ -	0.00	$ -	**1.00**	**$ 50,000.00**
				SECTION 200 - GENERAL ITEMS SUBTOTAL:	**$ 209,057.50**		**$ 55,210.00**		**$ 5,041.75**		**$ 269,309.25**
				TOTAL	**$ 1,645,269.00**		**$ 590,590.73**		**$ 68,579.75**		**$ 2,304,439.48**


Scarlet Oak Way
Capitola Farm Rd
Area to be Resurfaced
Capitola Farm Rd
Welcome Rd


Looking Southeast

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider the First Reading of Ordinance 721, An Amendment to the Insurer Licensing Fee.

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
The insurer licensing fee ordinance was last updated in 2022 and the fee increase took effect on January 1, 2023. An explanation from Gus Elliott at the Governor's Office of Planning and Budget in an email on August 30, 2024 explains the reason in the decrease in the fee. The changes in Flowery Branch's reported population numbers were due to fluctuations in the data released by the Census Bureau for the 2020 Census. As you're probably aware, the onset of the COVID-19 pandemic created a lot of challenges with the implementation of the 2020 Census. Additionally, the Census Bureau implemented some new statistical methodologies for the 2020 Census to improve individuals' privacy and avoid the disclosure of data that could be used to identify individuals through Census data products. Both of these things together created a lot of uncertainty, and therefore, larger up-and-down fluctuations in the Census Bureau's population numbers for the year 2020 than for the base years of past decennial Censuses. This appears to have been an across-the-board phenomenon, and was especially prevalent in the first few years of data products that produced the Census number for Flowery Branch.

FACTS AND ISSUES:
O.C.G.A. Sec. 33-8-8 permits Georgia municipalities to charge an annual flat fee to insurance companies transacting business within the municipal limits, the amount of which is determined by the population of each city. According to the revised Census figures received from the Georgia Insurance Department, the population of Flowery Branch was revised downward to 9,396. Accordingly, under the authorizing statute, the City is authorized to decrease its annual license fee to insurance companies from $75 to $50. For this fee decrease to take effect by January 1, 2025, the Cityâ€™s ordinance must be adopted prior to the end of this year.

OPTIONS:
Approve as presented with the $50.00 annual license fee.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve as presented.

SAMPLE MOTION:
I make a motion to approve the First Reading of Ordinance 721 amending the insurer licensing fee from

$75.00 to $50.00.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- 9.19.2024 Executive Summary Insurer Licensing Fee First Read.pdf
- 9.19.2024 Ordinance 721 Amending the insurer Licensing Fee.pdf
- GMA Letter - Revision of License Fee.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Amendment to the Insurer Licensing Fee Ordinance 721

DATE: August 7, 2024

BUDGET INFORMATION:
ANNUAL- N/A
CAPITAL- N/A

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: First Reading on September 19, 2024 and Second and Final Reading on October 3, 2024.

PURPOSE: To update the City's insurer licensing fee ordinance to adjust the fee based on the City's decrease in population.

HISTORY: The insurer licensing fee ordinance was last updated in 2022 with the fee increase taking effect on January 1, 2023.

FACTS AND ISSUES: O.C.G.A. Sec. 33-8-8 permits Georgia municipalities to charge an annual flat fee to insurance companies transacting business within the municipal limits, the amount of which is determined by the population of each city. According to the revised Census figures received from the Georgia Insurance Department, the population of Flowery Branch was revised downward to 9,396. Accordingly, under the authorizing statute, the City is authorized to decrease its annual license fee to insurance companies from $75 to $50. For this fee decrease to take effect by January 1, 2025, the City's ordinance must be adopted prior to the end of this year.

An explanation from Gus Elliott at the Governor's Office of Planning and Budget in an email on August 30, 2024 explains the reason in the decrease in the fee. The changes in Flowery Branch's reported population numbers were due to fluctuations in the data released by the Census Bureau for the 2020 Census. As you're probably aware, the onset of the COVID-19 pandemic created a lot of challenges with the implementation of the 2020 Census. Additionally, the Census Bureau implemented some new statistical methodologies for the 2020 Census to improve individuals' privacy and avoid the disclosure of data that could be used to identify individuals through Census data products. Both of these things together created a lot of uncertainty, and therefore, larger up-and-down fluctuations in the Census Bureau's population numbers for the year 2020 than for the base years of past decennial Censuses. This appears to have been an across-the-board phenomenon, and was especially prevalent in the first few years of data products that produced the Census number for Flowery Branch.

OPTIONS: Approve as presented with the $50 annual license fee

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RECOMMENDED SAMPLE MOTION: Motion to approve Ordinance No. 721 amending the insurer licensing fee from $75.00 to $50.00.

DEPARTMENT: Administration

Prepared by:

ATTACHMENTS: An Ordinance Amending Chapter 20 (Businesses), Article IV (Insurers) of the Code of the City of Flowery Branch, Georgia

First Reading: 09/19/2024
Second Reading/Adoption: 10/03/2024

ORDINANCE NO. 721

AN ORDINANCE AMENDING CHAPTER 20 (BUSINESSES), ARTICLE IV (INSURERS), OF THE CODE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO IMPOSE LICENSE FEES AND GROSS PREMIUMS TAXES ON INSURERS; TO ESTABLISH A DUE DATE FOR LICENSE FEES; TO PROVIDE FOR ENFORCEMENT; TO DIRECT TRANSMITTAL OF THIS ORDINANCE TO THE GEORGIA INSURANCE COMMISSIONER; TO ESTABLISH AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized by the Georgia Constitution, Art. 9, § 4, ¶ I(c); O.C.G.A. §33-8-8; O.C.G.A. § 33-8-8.1; O.C.G.A. § 33-8-8.2 and Section 6.5 of its Charter to impose taxation of insurance companies based on gross direct premiums received from insurance policies within the incorporated areas of the City of Flowery Branch, Georgia.

NOW THEREFORE the Council of the City of Flowery Branch hereby ordains as follows:

I. AMENDMENT TO CHAPTER 20 (BUSINESSES), ARTICLE IV (INSURERS).

Sections 20-114 through 20-147 of Chapter 20, Article IV of the Code of the City of Flowery Branch, Georgia, are deleted in their entirety and replaced with the following:

"ARTICLE IV. – INSURERS

Sec. 20-114. - License fees.

There is hereby levied for the year 2025 and for each year thereafter an annual license fee upon each insurer doing business within the city, in the amount of $50.00. For each separate business location in excess of one not covered by section 20-115 of this article, there is hereby levied a license fee in the amount of $50.00. For the purposes of this article, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 20-115. - License fees for insurers insuring certain risks at additional business locations.

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a license agent of an insurer for insurance said insurer shall pay an additional license fee of seventeen and 50/100 dollars ($17.50) per location for the year 2025 and for each year thereafter.

Sec. 20-116. - Gross premiums tax imposed on life insurers.

There is hereby levied for the year 2025 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 20-114 of this article.

Sec. 20-117. - Gross premiums tax, all other insurers.

There is hereby levied for the year 2025 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurance transacting business in the class of insurance designated in subsection 1 of O.C.G.A. § 33-3-5, doing business within the state in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 20-114 of this article.

Sec. 20-118. - Due date for license fees.

License fees imposed in sections 20-114 and 20-115 of this article shall be due and payable on the first day of 2025 and on the first date of each subsequent year.

Sec. 20-119. - Enforcement.

The fees and taxes levied by this article may be enforced by execution in the same manner as other taxes of the city. A violation of this article shall be grounds for refusing, or revoking a license, and the person responsible may be punished as for violations of other city ordinances.

Secs. 20-120—20-147. - Reserved."

II. ADMINISTRATIVE PROVISIONS

The city clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within forty-five (45) days of its adoption.

III. EFFECTIVE DATE

This ordinance shall become effective January 1, 2025.

IV. SEVERABILITY

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the city council of the City of Flowery Branch, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause of phrase were not original part of the ordinance.

V. REPEALER

Section 20-114 through Section 20-147 of Chapter 20, Article IV of the Code of the City of Flowery Branch, all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED this 3rd day of October 2024.

____

Edward R. Asbridge, Mayor

ATTEST:

____

Shelia R. Cooper, City Clerk

Approved as to form:

____

Ted C. Baggett, City Attorney

GEORGIA MUNICIPAL ASSOCIATION

April 8, 2024

Patty Hurt, Accounts Receivable Clerk
City of Flowery Branch
P.O. Box 757
Flowery Branch, GA 30542-0013

Re: Revision of License Fee Ordinances – Insurance Companies

Dear Ms. Hurt:

We are providing this correspondence to inform you about the revised 2020 Census figures, which unfortunately require your city to decrease the amount of its municipal license fee charged to insurance companies.

As you know, O.C.G.A. Section 33-8-8 permits Georgia municipalities to charge an annual flat fee to insurance companies transacting business within the municipal limits, the amount of which is determined by the population of each city. According to the revised Census figures received from the Georgia Insurance Department in November 2023, the population of your city was revised downward to 9,396. Accordingly, under the authorizing statute, you are authorized to charge an annual license fee to insurance companies in the amount of $50.00, and your license ordinance should be changed to this new amount.

Once this change is made to your ordinance, for the change to be valid you must file the ordinance with the Insurance Commissioner's office ***within forty-five (45) days*** **of enactment by sending a copy to:**

Georgia Insurance Commissioner
Attention: Mandy Snipes, Director of Premium Tax
912 West Tower
Two Martin Luther King Jr. Drive
Atlanta, GA 30334

You should also forward to us a copy of the new ordinance at the address below:

Georgia Municipal Association
Municipal Revenue Services
2915 Piedmont Road, Suite E
Atlanta, GA 30305

For your convenience, we are enclosing a sample ordinance. If you have any questions, please contact Russell Winch with Municipal Revenue Services at 404-237-2280 or toll-free 888-255-0434, or me by phone at 678-686-6264 or by email at djenkins@gacities.com. We do recommend that you consult with your city attorney before amending the ordinance, to be sure that all legal requirements are met.

Thanks so much for allowing GMA to serve you!

Sincerely,

Darin Jenkins

Darin Jenkins
Director, Corporate Engagement

DJ/df
Enclosure

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-007, FY2024 Closure of Local Resources Fund Capital Projects

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
Funds were appropriated in previous fiscal years, through the annual budget and various council resolutions for Local Resources Fund Capital Projects.

FACTS AND ISSUES:
As capital projects are completed, from time to time, funds remain unspent. In some cases, the funds remaining are classified as restricted assets and must be returned to its associated Fund. In this case, there are no funds remaining that are classified as restricted, but there are funds remaining to use for future allocation. The remaining funds will remain in the Local Resources Fund to be allocated to future projects.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion to approve the closed projects, leaving $7,456.73 in the Local Resources Fund to be allocated to future projects.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS
- Executive Summary - FY2024 Local Resources Fund Project Closures.pdf
- Resolution 24-007 FY2024 Closure of Local Resources Fund Capital Projects.pdf

- Fund 350 Project Closure summary.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: FY2024 Closure of Local Resources Fund Capital Projects

DATE: September 19,2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

( )RECOMMENDATION
( ) POLICY DISCUSSION
(X) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: Discussion Only

PURPOSE:

FY2024 Closure of Local Resources Fund Capital Projects

HISTORY:

Funds were appropriated in previous fiscal years, through the annual budget and various council resolutions for Local Resources Fund Capital Projects.

FACTS AND ISSUES:

As capital projects are completed, from time to time, funds remain unspent. In some cases, the funds remaining are classified as restricted assets and must be returned to its associated Fund. In this case, there are no funds remaining that are classified as restricted, but there are funds remaining to use for future allocation. The remaining funds will remain in the Local Resources Fund to be allocated to future projects.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the closed projects, leaving $7,456.73 in the Local Resources Fund to be allocated to future projects.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

RESOLUTION NO. 24-007

FY2024 CLOSURE OF LOCAL RESOURCES FUND CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Local Resources Fund Capital Projects; and

WHEREAS, the financial audit for fiscal year ended June 30, 2024, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of $7,456.73 available in closed project balances; and

WHEREAS, other project related needs remain throughout the City.

NOW, THEREFORE BE IT RESOLVED the governing body for the City of Flowery Branch, hereby recognized the closure of the listed projects and recaptures $7,456.73 as funds available for future appropriations by the governing body,
.

SO RESOLVED this 19th day of September, 2024.

____
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

____
Ted Baggett, City Attorney

Attachment A
General Government Capital Projects
Closed Projects Status Report

Summary of Closed Project Balances FY24		
Project Description		Excess Funds
Utility Vehicle	$	3,817.00
4x4 Crew Cab Truck	$	2.90
Front End Loader	$	877.00
Planning Software	$	15.00
Axon Equipment	$	10.32
Police Utility Vehicle	$	2,412.00
Emergency Response Vehicle	$	322.51
Total Closed Project Balances	$	7,456.73
Closed Project Balances to be Returned to Other Funds:		
Total Returned Amount	$	-
Total Amount Available for Reappropriation	$	7,456.73

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider August 15, 2024 City Council Meeting Minutes

COUNCIL MEETING DATE: September 19, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Unofficial August 15, 2024 City Council Meeting Minutes.pdf

City of Flowery Branch
City Council Meeting
Thursday, August 15, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

Mayor Asbridge called the council meeting to order at 6:00 p.m.

Present: Mayor Asbridge and Council Members Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, and Chris Mundy.

Also present were Police Chief Chris Hulsey, City Clerk Shelia Cooper, Public Works & Utilities Director Bill Whidden, Director of Fun Renee Carden, Finance Director Matt Hamby, and City Attorney Ted Baggett.

Absent: City Manager Tonya Parrish

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

There was a motion made to approve the agenda as presented.

MOTION:	Chris Mundy
SECOND:	William McDaniel
AYES:	Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS:	None

Motion carried

AWARDS & RECOGNITIONS: There were no awards or recognitions.

UNFINISHED BUSINESS - WORK SESSION:

Consider the Second Reading of Ordinance Number 720, Variance Requests for 5632 Church Street Regarding Front Porch Length and Garage Placement Requirements.

City Planner Yu "Anna" Peng presented variance requests for 5632 Church Street regarding the front porch length and garage placement requirements. Ordinance 720 was tabled at the City

Council Meeting on August 1, 2024. The applicant is asking for relief from the zoning ordinance on sections 7.5(b) and 7.5(c). The purpose of section 7.5 (b) is to retain the traditional street view regarding front porch size and the purpose of section 7.5 (c) is to retain the traditional street view regarding garage location.

The applicant, Carol Ann Habermann, had a discussion with Council regarding the variance requests. Ms. Habermann's General Contractor, Mark Miller, had a further discussion with Council regarding the requests.

NEW BUSINESS -WORK SESSION:

Consider Awarding Contract to Intercontinental Commercial Services, Inc. for Janitorial Services for the City of Flowery Branch.

Budget and Purchasing Manager Nancy Rodriguez presented a consideration of awarding a contract to Intercontinental Commercial Services, Inc. for janitorial services for the City of Flowery Branch.

Council held a discussion with Mrs. Rodriguez.

Consider Awarding Contract to DCI Metal Buildings, Inc. for Well Building 1 & 3 Rehabilitation.

Budget and Purchasing Manager Nancy Rodriguez presented a consideration of awarding a contract to DCI Metal Buildings, Inc. for Well Building 1 & 3 rehabilitation.

Consider Amendment 2 to the Memorandum of Understanding (MOU) with Parkside Partners

Police Chief Chris Hulsey presented amendment 2 to the Memorandum of Understanding (MOU) with Parkside Partners. For the first amendment, city staff requested that the MOU be extended to ensure that the parking and mobility study was complete before Parkside Partners presented their final plans for public and council review. Now that the study has been completed, Parkside Partners has requested this extension to allow time for their final plan.

Consider Authorizing a Change Order in the Amount of $590,590.73 for Incorporating Additional Road Paving Scope into the Ongoing Road Resurfacing Improvements Contract and Allow for an Additional 30 days.

Public Works and Utilities Director Bill Whidden presented a Change Order in the amount of $590,590.73 for incorporating additional road paving scope into the ongoing road resurfacing improvements contract and allow for an additional thirty days.

This contract change order will incorporate road paving improvements on the following roads (a total of approximately 2.2 miles):

- Lazy Hammock Way
- Blue Heron Way

- Newberry Point
- Flowery Branch Bay Park Road
- A small portion of Flagstone Way
- Railroad Ave – this will include resurfacing of the main travel lanes from West Chestnut St to Main St as well as paving the existing gravel parking lot between Railroad Ave and the railroad tracks.

Furthermore, a portion of the original scope is proposed to be removed from the contract. This portion is a section of Thurmon Tanner Pkwy owned/maintained by Hall County. This area was originally included in the contract as part of a potential, longer-term paving arrangement in which the County would engage the contractor for the purpose of resurfacing their roads. After discussions with the County, this arrangement will not be pursued, and this area will be removed from the project scope. As a part of the contract change order, the contract time will be increased to account for the additional work, and this extension will be coordinated with the contractor to ensure a schedule that is both timely and feasible.

Council held a discussion with Director Whidden.

Consider the Second Amendment to the Lease Agreement with Norfolk Southern Railway Company.

City Attorney Ted Baggett advised Council the Norfolk Southern Railway Lease Amendment attached to the agenda packet is incorrect and therefore he suggests tabling this item until the correct amendment can be reviewed by Council.

DEPARTMENT REPORTS:

Council Report:

Council Member Mundy reported the paving is going well and the roads are looking great.

Council Member Anglin reported the success of the Block Party concert. He was impressed by the hard work of the staff that helped out with the event.

Council Member McClellan reported he attended the Public Safety Day at Summit Lake Subdivision, and it was a great event. He saw several of the Flowery Branch Police Officers at the event.

Mayor Asbridge shared a report from Safewise.com that Flowery Branch is one of the top fifteen safest cities in the state of Georgia for 2024.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:37 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:37 p.m.

PUBLIC COMMENTS: There were no public comments.

CONSENT AGENDA:

- Consider July 2024 Per Diem for Mayor Asbridge
- Consider August 1, 2024 City Council Meeting Minutes

There was a motion made to approve the consent agenda as presented.

MOTION: Chris Mundy
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consider the Second Reading of Ordinance Number 720, Variance Requests for 5632 Church Street Regarding Front Porch Length and Garage Placement Requirements.

City Clerk Cooper read the caption for Ordinance Number 720, variance requests for 5632 Church Street regarding front porch length and garage placement requirements.

There was a motion made to table Ordinance 720 until the September 5, 2024 City Council Meeting.

MOTION: Joe Anglin
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Consider Awarding Contract to Intercontinental Commercial Services, Inc. for Janitorial Services for the City of Flowery Branch.

There was a motion made to award Bid 24-005 Janitorial Services to Intercontinental Commercial Services Inc. for the amount of $38,400 and to authorize the Mayor to sign a contract.

MOTION: William McDaniel
SECOND: Joe Anglin
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider Awarding Contract to DCI Metal Buildings, Inc. for Well Building 1 & 3 Rehabilitation.

There was a motion made to award Bid 24-007 Well Buildings 1 & 3 Rehab to DCI Metal Buildings, Inc. in the amount of $79,150 and to authorize the Mayor to sign a contract.

MOTION: Oliver McClellan
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider Second Amendment to FB Main Street, A Master Condominium Shopping Center Lease Agreement with The Social Peach Boutique, LLC.

There was a motion made to approve the Second Amendment to the lease agreement with The Social Peach, LLC, 5515 Main Street, Flowery Branch, Georgia.

MOTION: Chris Mundy
SECOND: Joseph Mezzanotte
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider Amendment 2 to the Memorandum of Understanding (MOU) with Parkside Partners

There was a motion made to approve Amendment 2 to the Memorandum of Understanding (MOU) with Parkside Partners.

MOTION: Oliver McClellan
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider Authorizing a Change Order in the Amount of $590,590.73 for Incorporating Additional Road Paving Scope into the Ongoing Road Resurfacing Improvements Contract and Allow for an Additional 30 days.

There was a motion made to authorize a Change Order for additional road paving scope and allow for an additional thirty days in the amount of $590,590.73 for Baldwin Paving Company.

MOTION: William McDaniel
SECOND: Joe Anglin
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Consider the Second Amendment to the Lease Agreement with Norfolk Southern Railway Company.

There was a motion made to table the Second Amendment to the Lease Agreement with Norfolk Southern Railway Company until the September 5, 2024 City Council Meeting.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session for matters related to the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matters related to pending or potential litigation at 6:44 p.m.

MOTION: Chris Mundy
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

There was a motion made to exit executive session at 7:20 p.m.

MOTION: Chris Mundy
SECOND: Joe Anglin
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:21 p.m.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Edward R. Asbridge, Mayor   Date   Shelia Cooper, City Clerk

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider August 2024 Per Diem for Mayor Asbridge

COUNCIL MEETING DATE: September 19, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
GL 100-1110-511101 Meeting Per Diem

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- August 2024 Mayor Asbridge Per Diem.pdf

City of Flowery Branch
Mayor & Council Attendance Sheet Per Diem Pay

Name: Mayor Edward R. Asbridge Month/Year: August 2024

Meeting Date	Description of Meeting
August 6, 2024	Logistics Forum at the Ramsey Conference Center
August 9, 2024	Chamber EDC Meeting Jackson EMC
August 28, 2024	Chamber Issues Meeting
August 29, 2024	Chamber Groome Transportation

My signature certifies that I am eligible to be paid for 4 meeting dates, a maximum of 5 per month, in accordance with the Per Diem Pay as described in Ordinance 477 and at a rate of $50.00 per meeting.

Total of $200.00

Signature

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Procurement of a New Compact Track Loader in FY2025 with Funding Provided by: General Fund Fund Balance

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
The Cityâ€™s current compact track loader has served as an essential tool for various tasks, including excavation, grading, and material handling.

FACTS AND ISSUES:
The Cityâ€™s current compact track loader has been experiencing frequent breakdowns over recent months, resulting in higher repair costs and extended downtime. Despite consistent maintenance efforts, these issues have escalated, compromising the Cityâ€™s ability to meet project deadlines and maintain productivity.

To maintain operational efficiency and manage costs effectively, it is recommended that City proceed with the early acquisition of a new compact track loader. The procurement will be conducted through cooperative purchasing (Sourcewell Contract #020223-CEC), ensuring compliance with procurement regulations and obtaining favorable pricing. The new purchase will include the trade-in of the existing loader, which will help offset the cost of the new equipment by $12,000.00. Additionally, this will involve reallocating the FY2026 Capital budget to FY2025 for the purchase.

OPTIONS:
1. Approve moving FY2026 Capital Budget to FY2025 for the trade in of the Cityâ€™s current Loader and purchase of a new Compact Track Loader.

2. Do not approve moving FY2026 Capital Budget to FY2025 for the trade in of the Cityâ€™s current Loader and purchase of a new Compact Track Loader.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
145,000.00 GF Fund Balance

RECOMMENDATION:

SAMPLE MOTION:
I make a motion to approve the purchase of a new compact track loader through the Sourcewell Contract #020223-CEC Cooperative Purchasing Agreement with a trade-in of the city's current loader

in the amount of $145,000 with funding by General Fund Fund Balance.

COLLABORATING DEPARTMENT:
Public Works

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS
- Executive Summary Purchase Compact Track Loader 9.16.2024.pdf
- Quote LR672374.pdf
- Sourcewell and Clark Contract 020223.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Procurement of a New Compact Track Loader by Reallocating Capital Funds Budgeted for FY2026 into the Current FY2025 Budget.

DATE: September 9, 2024

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $145,000.00

COUNCIL ACTION REQUESTED ON: SEPTEMBER 19, 2024.

PURPOSE: The purpose of this item is to present the urgent need to procure a new compact track loader by reallocating Capital funds budgeted for FY2026 into the current fiscal year (FY2025).

HISTORY: The City's current compact track loader has served as an essential tool for various tasks, including excavation, grading, and material handling.

FACTS AND ISSUES: The City's current compact track loader has been experiencing frequent breakdowns over recent months, resulting in higher repair costs and extended downtime. Despite consistent maintenance efforts, these issues have escalated, compromising the City's ability to meet project deadlines and maintain productivity.

To maintain operational efficiency and manage costs effectively, it is recommended that City proceed with the early acquisition of a new compact track loader. The procurement will be conducted through cooperative purchasing (Sourcewell Contract #020223-CEC), ensuring compliance with procurement regulations and obtaining favorable pricing. The new purchase will include the trade-in of the existing loader, which will help offset the cost of the new equipment by $12,000.00. Additionally, this will involve reallocating the FY2026 Capital budget to FY2025 for the purchase.

OPTIONS:

1. Approve moving FY2026 Capital Budget to FY2025 for the trade in of the City's current Loader and purchase of a new Compact Track Loader.

2. Do not approve moving FY2026 Capital Budget to FY2025 for the trade in of the City's current Loader and purchase of a new Compact Track Loader.

RECOMMENDED SAMPLE MOTION: I make a motion to approve the purchase of a new compact track loader through the Sourcewell Contract #020223-CEC Cooperative Purchasing Agreement with a trade-in of the city's current loader in the amount of $145,000 with funding by General Fund Fund Balance.

DEPARTMENT: Finance Department

Prepared by: Nancy Rodriguez

Product Quotation
Quotation Number: **LR672374**
Quote Sent Date: **Sep 12, 2024**
Expiration Date: **Oct 12, 2024**

Your Bobcat Contact
Lizzie Richter
Phone:
Email: lizzie.richter@doosan.com

Your Customer Contact

Deliver to
City of Flower Branch
PO BOX 757
FLOWERY BRANCH, GA, 30542-0013

Bobcat Dealer
Mitchell Stokes
Bobcat of Atlanta, Gainesville, GA
1780 M.L.K. BLVD
GAINESVILLE, GA, 30501

Bill to
NEW GOVERNMENT CUSTOMER 2391333
250 E Beaton Dr
West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
T86 T4 Bobcat Compact Track Loader	M0385	1	80,904.51	80,904.51
Standard Equipment: 105.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Two-Speed Travel Rear Camera Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joysticks (SJC) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated)		Horn Instrumentation: 5" Display Panel, Engine Temperature, Fuel Gauges, Hourmeter, RPM, Warning Indicators and other vitals Lift Arm Support Lift Path: Vertical Lights, Front & Rear LED Operator Cab: Enclosed Cab with Heat and AC Includes: Adjustable Vinyl Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt, Sound Reduction, Radio Ready, SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 5 Rollers Tracks: Rubber, 17.7" Wide Telematics - Machine IQ - 2-year Basics Warranty: 2 years, or 2000 hours whichever occurs first		
Comfort Package *Included:* Comfort Package Includes:, Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 5" Display, Premium LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction	M0385-P11-C07	1	990.26	990.26
Super Flow Hydraulics	M0385-R03-C10	1	3,304.44	3,304.44
80" Severe Duty Bucket	7326129	1	2,037.56	2,037.56
Drum Mulcher - 2-Speed, 72"	M7058	1	30,561.12	30,561.12
72" Root Grapple	7488431	1	3,815.20	3,815.20
Forestry Door Kit	7319020	1	4,519.69	4,519.69

	Total for T86 T4 Bobcat Compact Track Loader	126,132.78

Quote Total - USD	126,132.78
Dealer P.D.I.	475.00
Freight Charges	1,500.00
Destination Charges	926.00
Dealer Assembly Charges	375.00
Discount	
TL130 WITH 3 BUCKETS	-12,000.00
Quote Total - USD	**117,408.78**

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): ____________

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to barry.hanson@doosan.com or by phone at: 1-800-965-4232

Customer acceptance:
Quotation Number:: **LR672374** Purchase Order:____________________________________

Authorized Signature:

Print:________________________________ Sign:____

Date:_____________ Email:____

Addresses

Delivery Address____

Billing Address (if different from ship to):____

Tax Exempt: Y ▢ / N ▢

Exempt in the State of:___________________________________

Tax Exempt ID:

Federal:____

State:____

Expiration Date:______________________________________

Sourcewell

Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
    b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.
   Minimum Limits:
   $2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
   Minimum limits:
   $2,000,000 per occurrence
   $2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: ___________________________
Jeremy Schwartz
Title: Chief Procurement Officer
4/5/2023 | 9:09 PM CDT
Date: _________________________

Clark Equipment Company dba Bobcat Company

DocuSigned by:
Randy L. Fuss
0F55B103999C454...
By: ___________________________
Randy L. Fuss
Title: Director Government Accounts
4/6/2023 | 6:49 AM PDT
Date: _________________________

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: ___________________________
Chad Coauette
Title: Executive Director/CEO
4/6/2023 | 8:51 AM CDT
Date: _________________________

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name:	Clark Equipment Company
Does your company conduct business under any other name? If yes, please state:	Bobcat Company
Address:	250 East Beaton Drive West Fargo, North Dakota 58078
Contact:	Randy Fuss
Email:	randy.fuss@doosan.com
Phone:	701-241-8746
HST#:	38-0425350

Submission Details

Created On:	Monday January 02, 2023 10:07:38
Submitted On:	Thursday February 02, 2023 15:19:15
Submitted By:	Randy Fuss
Email:	randy.fuss@doosan.com
Transaction #:	aeb6e4f7-4d95-43ca-ad84-fcc9b4f07ed1
Submitter's IP Address:	136.226.48.180

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Clark Equipment Company dba Bobcat Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bobcat Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Bobcat Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: LNCJF4TCJRV8	*
5	Proposer Physical Address:	Bobcat Company 250 East Beaton Dr. West Fargo, ND 58075	*
6	Proposer website address (or addresses):	www.bobcat.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Rheault Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 jesse.rheault@doosan.com (701) 241-8759 Barry Hanson Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 barry.hanson@doosan.com (701) 241-8793 Kristie Willett Government Account Manager 1293 Glenway Drive Statesville, NC 28625 kristie.willett@doosan.com (704) 883-3772 Heather Messmer Government Sales Support Manager 250 East Beaton Dr. West Fargo, ND 58078 (701) 241-8719	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Bobcat Company was founded on innovation. Since the beginning, we've engineered machines that empower people to accomplish more. That focus is what kick-started our business in 1947 and what drives us forward today – innovating the best equipment, technology and services to help customers tackle their toughest jobs. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. Our roots are deep in North Dakota – having started here in 1947 – and we are the state's largest manufacturer, with three North Dakota production facilities; Gwinner ND, Bismarck ND, Wahpeton ND, along with a facility in Litchfield MN, Statesville NC and Johnson Creek WI. Global Bobcat manufacturing facilities are located in South Korea, France, Czech Republic and China. Bobcat Company leads the industry in the design, manufacture, marketing and distribution of compact equipment for construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively. The renowned Bobcat brand — ours since the name was first used in 1962 — is synonymous with durability and dependability. Tough, versatile, agile Bobcat® equipment — with its time-tested reliability — has rightly earned the nickname "One Tough Animal." Bobcat Company continues to be committed to delivering the industry's best compact equipment. Core Values and Business Philosophy The people of Bobcat Company practice the nine core values of the Doosan Credo. We practice the nine core values everywhere we operate, every day, to build a "Proud Global Doosan". These values guide the way we do business, the way we treat each other and the way we work with all of our partners. The nine core values are as follows: • People • Inhwa • Profit • Cultivating People • Customers • Integrity & Transparency • World-class Technology & Innovation • Safety & Environment Our growth plans are etched in the following: • Brand Excellence • Innovation Leadership • Powered by People • Community Partnership	*

11	What are your company's expectations in the event of an award?	In the event of an award, Bobcat Company will continue to expand, market, train, and demonstrate our market leadership with the Sourcewell Contract secured in our Sales Toolbox, ready to be positioned first throughout North America. We'll strengthen and develop new relationships within the SLED (state, local and education) markets to generate additional market share, revenue and brand recognition. Strategically and with a concerted effort (Bobcat®, Sourcewell, and Independently Owned Dealers) our organization will continue to be the market leader and premier offering in the compact equipment industry. The Sourcewell contract coupled with implementing our sales and marketing plan which will consist of a unified effort of the Bobcat® Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group, Service Staff, along with our world class dealer resources, routine training & communication with support of corporate marketing resources to gain further brand exposure and awareness for Bobcat® and Sourcewell. Further, our marketing and sales execution will consist of strong trade show attendance, association involvement, print/digital marketing and dealer engagement contacting the equipment fleet users, and procurement professionals, meeting face to face as best we are allowed to position our unified value proposition (Bobcat® Brand and Sourcewell).	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our current corporate family rating (CFR) is Ba3 primarily reflects our company's dominant position int he compact farm and construction equipment market throughout North America. Our CFR is supported supported by the company's healthy financial leverage, consistent positive free cash flow and very good liquidity. Term Loan B (TLB) bond rating is Ba3/BB. Please see attached financial statements and credit references.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share to be 38% throughout North American Market for our compact construction equipment products.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate our market share to 30% throughout the Canadian Market for our compact construction equipment.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Clark Equipment Company dba Bobcat Company has not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Clark Equipment Company dba Bobcat Company is the manufacturer of Bobcat® Compact Equipment. Our dealers are independently owned and operated, not owned by Bobcat Company. The dealers contract with Bobcat Company each year in order to achieve company mission, vision, values and growth objectives.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Clark Equipment Company dba Bobcat Company holds the current business licenses to operate throughout North America and pertinent certifications to be compliant with the EPA, OSHA, ISO and LEED etc. in order to to market, manufacture, and sell the compact equipment throughout North America and globally. (See Attached Certifications) and (See Attached Corporate Sustainability Report)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None - Not Applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received	2018 Landscape Business Twenty for 2018 New Product Award — R-Series E85	

in the past five years	compact excavator Equipment Today 2018 Contractors' Top 50 New Products — R-Series E85 compact excavator Equipment Watch 2018 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Roads & Bridges Magazine 2018 Contractors' Choice Awards — M2-Series compact track loaders; E42 compact excavator; and HB980 hydraulic breaker Construction Equipment Top 100 New Products of 2018 — V723 VersaHANDLER® telescopic tool carrier Compact Equipment Innovative Iron Awards 2018 — R-Series E85 compact excavator 2019 Construction Equipment Top 100 New Products Crystal Awards — V723 VersaHANDLER® telescopic tool carrier 2019 International Forum Design Award - R-Series E85 compact excavator Landscape Business Twenty for 2019 New Product Award — Bob-Dock™ Attachment Mounting System Green Industry Pro's Editor's Choice Award – UV34 and UV34XL Utility Vehicles Compact Equipment Innovative Iron Awards 2019 — Bobcat MaxControl Remote Operation Equipment Today 2019 Contractors' Top 50 New Products — Bobcat Rear Camera Kit Equipment Watch 2019 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Rental Equipment Register Gold Award for 2019 Product of the Year for Bobcat MaxControl Remote Operation System. Compact Equipment Top 100 New Products 2019 — UV34 utility vehicle 2020 Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders Landscape Business Twenty for 2020 New Product Award - R-Series loaders Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders Innovation Leader 2020 Impact Award - Features On Demand Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler, and the E42 / E50 R Series excavators 2021 2021 Highest Retained Value Award (HRVA) 2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders Rental Editor's Choice Award: T62 and S62 R-Series loaders Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders Equipment Today 50 New Products: L23 and L28 small articulated loaders Roads & Bridges Contractor's Choice Award: Sweeper attachment Green Industry Pros Mower Madness Champ: ZT7000 mower Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower CES Innovation Awards in the categories of Vehicle Intelligence & Transportation and Smart Cities: T7X all-electric compact track loader Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator AEM 2021 Gold Award Winner 2022 2022 CES Vehicle Intelligence & Transportation Award- T7X 2022 CES Smart Cities Award- T7X 2022 Potencia Award- T7X Green Industry Pro's Editor's Choice Award Winner- Machine IQ Mobile App Equipment Today Contractors' Top New Products Award- T7X Construction Pro's Top New Products Award- T7X Rental Editor's Choice Awards- T7X Compact Equipment Magazine Innovative Iron Awards: T7X Compact Equipment Magazine Innovative Iron Awards: Quad Tracks AEM Advocacy Award: Gold More information can be found on our website https://www.bobcat.com/na/en/company/about/brand/awards-recognition	*

20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales volume to all government customer types represents approximately 9% of our total sales.	*
21	What percentage of your sales are to the education sector in the past three years	Our Government Sales volume to the education sector the past three years is approximately 11% of our total government sales volume.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	See Attached Excel File "State and Cooperative Contracts List" Note: This document is confidential and proprietary. As this is traditionally not a document necessary to make an award.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Bobcat Company currently does not hold a GSA Contract, however through our strategic small business resellers our annual sales to federal customers averages $11 million in sales annually.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Delaware	Steven Chillas	(302) 857-4549	*
Office of General Services NY	Sean Carroll	(518) 473-5294	*
City of San Diego	Ralph Monroy - Fleet Manager	(619) 527-7577	*
LA Department of Water & Power	Larry Smith - Fleet Raymond Lin - Supply Chain Services Philip Ly - Fleet Engineering	(818) 771-3608 (213) 367-0881 (818) 771-3607	
City of Sioux Falls, SD	Scott Rust	(605) 367-8836	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Texas - TX	Compact Equipment	$32,184	$7,370,202	*
Not Required	Government	Illinois - IL	Compact Equipment	$54,465	$5,446,480	*
Not Required	Government	Pennsylvania - PA	Compact Equipment	$34,641	$4,052,962	*
Not Required	Government	New York - NY	Compact Equipment	$19,907	$3,702,646	*
Not Required	Government	Minnesota - MN	Compact Equipment	$27,862	$3,287,666	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Bobcat Company's Government Accounts Team consists of 15 sales and support professionals, coupled with a corporate field sales and support staff of 60, over 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. (Please see the attached Sales Regions and Dealer Location List.)	*
27	Dealer network or other distribution methods.	Bobcat Company has the most extensive compact equipment dealer/distribution network in the world. Some 1,400 independent Bobcat® Product Dealers and 3,500 dealer sales specialists throughout North America that back each and every piece of Bobcat equipment, serving thousands of customers, with local sales, service, parts, lease and rental. Bobcat Product Dealers are known for their dedication to providing world class sales and customer service to ensure long lasting relationships, and providing reliable equipment performance. Our dealer/distribution network will continue to grow in size as we focus on our organizational long range plan that strongly focuses on expansion of our product offering (organic and through acquisition) and expansion of our world class Bobcat® Dealer/Distribution channels.	*
28	Service force.	Bobcat Company's Corporate Field Service Staff of 33 service representatives and 19 internal company customer service/parts/troubleshooting representatives alongside the 1,400+ independently owned and authorized Bobcat® Product dealer locations in North America, which are responsible for the sales, delivery, warranty, parts and service throughout each assigned area of responsibility. Our world class dealers have the capability and tools in order to troubleshoot, diagnose, and service the customer quickly and efficiently to increase operational up time. Often times our service force will identify additional sales opportunities in addition to providing world class service. (See attached Service Regions and Dealer Location List)	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	- Quote preparation will be completed by the Bobcat® Government Accounts Department or Bobcat® Dealer Sales Representative - Quote presented will include ordering instructions to submit to the Bobcat® Government Accounts Department or respective Bobcat® Dealer - All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability. - Order is entered into our ERP System - Dealer is notified of order and any special requirements and install instructions - Machine is built, inspected, and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer - Bobcat® Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training. - Bobcat® Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance. - Bobcat Company or Bobcat® Dealer invoices customer. - Sales recorded on retail activity report for fee calculation and issuance to Sourcewell. Sales records retained per terms and conditions or corporate policy, whichever is longer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Bobcat Company desires to create a world class customer experience. Customer service issues are addressed at several levels; authorized dealer level, territory service manager, territory sales manager, corporate dealer call center and are handled diligently and in a timely manner. When appropriate, customer service issues are elevated to the account managers, regional directors, and director of government sales for resolution. It is our desire to provide world class customer service and a world class customer experience and to this end, we strive to provide resolution and/or direction for resolution within a 24 hour period or sooner.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have made significant strides through our partnership with Sourcewell and the Canoe Procurement Group in the past couple of years! We remain excited about the continued expansion into Canada with our Sourcewell Contracts and strategic partnership with the Canoe Procurement Group. Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bobcat Company will serve all Sourcewell members and market segments throughout North America to include Alaska, Hawaii, and all US Territories. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snap shot of our marketing strategy: a) Primarily through information dissemination to internal, field staff, and dealer network on the value proposition of Sourcewell and cooperative purchasing, trainings, and promotions to all strategic SLED markets directly for government buyer visibility. b) Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Bobcat® Branding guidelines alongside the Sourcewell brand. c) Marketing material and literature that is current/up to date with current product and promotional offerings to include Sourcewell logos and contract numbers. (See attached samples) d) Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E-newsletter, and social media (see attached samples) e) Maintain a strong Bobcat presence at virtual and in-person tradeshows and association events such as NRPA, Park and Recreation Summit, APWA PWX, NaCO, NRECA, NY Gov Buy, NIGP, National League of Cities, CAPPO, FAPPO, NCPP, Canoe Procurement Group, Canadian Provincial Trade Associations, CPPC, and Sourcewell H2O etc. f) Bobcat Dealer Net for dealers to access government sales tools such as the Sourcewell Contract explanation of benefits, product offering, and who to contact with quoting or ordering questions. (see attached samples). g) Training Plan: Field Staff, Dealers and Distributors, Bobcat® Bootcamp for new dealer sales representatives, Bobcat® District, Regional, and National Dealer Meetings, Bobcat® Field Sales and Marketing Meeting, RPM Attachment Schools and training. h) Speaking engagements and Demonstrations: (most recent NCPP, Park & Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX) i) Thought Leadership Articles for publications and social media. j) Continued Bobcat® Dealer Network Expansion and Product Offering Expansion k) Utilization of Brand Ambassadors (see https://www.bobcat.com/company-info/news-media/press-releases) Visit: www.bobcat.com/government and https://www.bobcat.com/secure/forms/contact-government-sales	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bobcat Company, its marketing staff, government sales staff, dealers and individual contributors will continue to incorporate social media to include LinkedIn, Facebook, Instagram, TikTok, Snapchat, and Twitter into the overall marketing strategy to enhance the Bobcat® brand presence, market awareness, and announce effective sales tools or programs for our customers to purchase quickly, efficiently, and at a great value. Furthermore, in the aforementioned contract marketing strategy section we will utilize Digital Media, Online Display Ads, E- Blasts, E-newsletters and other digital advances to deliver our message alongside that of Sourcewell and its members. (See attached samples)	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Bobcat Company's expectation would be that Sourcewell will continue to promote the contract vendors and continue to provide avenues of approach for Bobcat Company's products to easily be procured where Sourcewell is widely accepted and into areas of new opportunity. Furthermore, we'd expect Sourcewell to continue its efforts to solve or break down the barriers to entry with procurement and the use of cooperative purchasing contracts. Finally, we'd expect Sourcewell to continue to train, mentor, and develop its members and contract vendors to further strengthen the relationships between industry, government customers, and cooperative purchasing. Finally, it is expected that Sourcewell will place a priority focus on additional state adoptions of the Medium Duty and Compact Construction Equipment Contracts since some of our competitors sell similar products on the Heavy Construction Contract. This provides a significant disadvantage in areas of adoption at the state level which ultimately impacts our contract penetration and utilization at all levels of the SLED government. If awarded a new contract Bobcat Company would sustain and advance the initiatives of incorporating the Sourcewell contract into its corporate and dealer trainings to create the needed mind share for our world class sales force and world class dealers to think first of Sourcewell and the power of the contract selling. Sourcewell continues to be our strongest government sales tool. Proof of our success is in our past performance. A once stumbling contract in our portfolio, our current Sourcewell contract has now blossomed into a $50+ million contract annually and growing. Notably, Sourcewell has become our strongest and most powerful contract to solve public procurements toughest challenges. Additionally, we continue the promotion of Sourcewell in our marketing materials, trade show signage, display ads, dealer communications and E-Newsletters. (See attached samples) Throughout the pandemic and throughout the subsequent second and third orders of effects of the pandemic we maintained a very high training tempo with our Bobcat® field staff and dealers through virtual events and in person as allowed to continue the messaging consistent with our contract strategy. Some of the most notable: Canadian Dealers (all provinces) Summits alongside Canoe and Sourcewell, Washington State, New York, Mississippi, Nebraska, South Dakota, California, Texas, Georgia, Utah, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Ohio, Pennsylvania, Tennesse, Florida, Bobcat® Boot Camp for new sales representatives, Bobcat® RPM (Regional Product Training) Meetings, 2020, 2021, 2022 Bobcat Field Marketing Meetings, 2020 ConExpo, and the 2021 Bobcat® Dealer Meeting. It is our intent to continue these training initiatives, expanding the depth and breadth of the training by adding additional value through our partnerships with Sourcewell, NCPP, Canoe, NCL, and Deltek throughout the term(s) of our Sourcewell contract(s).	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, Bobcat Company does sell some attachments, parts, and simple commercial use products through an e-procurement platform. Bobcat® products are not available through e-procurement for SLED and FED customers at current contract discounts or prices due to the complexity of the transactions. It is our hope that future technology and system advancement within the Bobcat® organization will lead us in the development of our government customers being able to easy order through an e-procurement method.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In September 2019, Bobcat Company opened an all new and innovative training center in Aurora, CO. This new facility is being utilized to address the needs of Bobcat Company, its dealers, and customers for additional training capacity to host the most dynamic product and service training in the industry today. The Bobcat Training Center includes technical training rooms, hands-on shop space, a large classroom style auditorium, as well as a full warehouse area for equipment storage and showroom space. Bobcat Company and its dealers provide initial standard operator and maintenance training during the walk around of the equipment upon delivery and receipt of new equipment, to provide the best value in the customers experience. Additionally, we offer "Train the Trainer" type modules on CD that are available for our customers. These modules extensively cover the operations, safety, and maintenance of our equipment. Finally, for larger audiences, we have a corporate training staff that stands ready to provide optional specialized, in-depth, and interactive training for a minimal cost (travel and materials).	*
41	Describe any technological advances that your proposed products or services offer.	At Bobcat Company, innovation is at our core and we continue to change the game. With Bobcat Machine IQ wireless communications and the Bobcat Owner Portal, you can confidently monitor and manage your fleet from anywhere, getting critical information to	

troubleshoot issues, schedule service or improve security.

Bobcat Machine IQ, Bobcat Company's telematics service, delivers vital information about select Bobcat equipment to the equipment owner's Bobcat Owner Portal. The information is organized to help owners make decisions to increase equipment security, protect against unauthorized usage or theft, stay on top of proactive equipment maintenance, monitor operator efficiency, and better understand ownership costs associated with running Bobcat equipment. The system wirelessly transmits Machine IQ data to the owner's authorized Bobcat dealer. If a machine registers a critical code, the dealer will know and can contact the owner. This can help minimize downtime and save money.

Bobcat Owner Portal is a personalized website accessed via any internet-connected computer, phone or tablet. The platform collects machine information in real time as it reports to the owner. Owners can control which alerts they receive to proactively manage their equipment.

With Bobcat® MaxControl, you can take your machine to the next level of operation with a collection of new technologies. Operate your machine from outside the cab. Set up geofences around objects on the jobsite you want to avoid during operation. Plot points on a digital worksite as a path for your machine to follow during semi-autonomous operation.

Bobcat Operator Vision Technology:
This heads-up display puts crucial information and machine data in the operator's direct line of sight. The display is located on the cab's front window for improved operation.

Bobcat Features On Demand:
Bobcat Features On Demand technology gives equipment owners the flexibility to enable additional features to properly equip machines after purchase. This technology gives owners the freedom to customize a machine to the exact features needed at any time.

Depth Check System:
The Bobcat depth check system accurately measures depth and grade without the operator needing to exit the machine. The system helps prevent under-digging and over-digging, to reduce costs and increase efficiency. The system detects the exact position of the bucket's teeth, allowing operators to set a desired digging depth and work against that benchmark. Audible alerts indicate whether the operator is approaching the target, at the target or beyond the target.

Precision Grading Technologies:
Bobcat automatic grading solutions deliver more accurate grading results with less time and less labor – and can save on expensive finishes such as concrete. Laser-guided systems and sonic/slope systems offer accuracies better than +/- ¼". The 3D-ready system uses GPS technology or UTS to accurately and efficiently complete complex designs with accuracy of 3 – 5 mm.

Touch Display:
The most advanced in-cab display for compact equipment provides detailed machine information and unprecedented device connectivity. Operators can easily view and toggle through machine performance information on the wide, easy-to-use touchscreen, which supports seven languages. It's waterproof and hardened to reduce scratching.

Rear Camera:
An optional rear camera is available on select Bobcat® models. It offers a rearview from the operator's seat helping identify obstacles and providing an additional viewpoint for certain applications. For machines with the touch display, it is integrated with the rearview camera, automatically switching the display to a camera view when moving in reverse.

Comfort Features:
Bobcat equipment is known for premium comfort features that help operators stay productive and focused on long days. Available features include enclosed, sealed, pressurized cabs with sound dampening features; automatic heating and air conditioning; clear visibility with more glass surface area; maximum legroom and headroom; adjustable, air-ride heated seats; easy-to-use, ergonomic controls and joysticks, radios with auxiliary audio input jacks; cupholders, storage and floor mats.

Zero Emissions: Bobcat® T7x All Electric Compact Track Loader (World's 1st) and Electric Excavators E10e-E19e - E32e
Battery electric solutions are ideal for food manufacturing or preparation facilities, indoor demolition and other work where having a diesel-powered machine is not desirable. It's the best combination of high performance, low noise and improved operating comfort.

Bobcat® zero-turn mowers - Launched in 2020 AirFX Deck:
The AirFX deck offers a deeper profile for improved vacuum lift and newly engineered, bolt-on, replaceable Air-Gap baffles for more efficient airflow and enhanced serviceability. All of this along with innovative bullnose design allows grass to stand-up before it reaches the mower blades so you can cut them down to size.

Easy to Maintain:
A rotating bumper gives fast access to internal components making tune-ups more efficient and comes with the additional hitch system.

Built To Last:
Larger, robust, ultra-stable, dual-tubed frame provides increased durability for traversing even the toughest of turfs.

Precision In Every Detail:
An innovative, tool-free control design offers smooth, dampened controls with tool-free, adjustable tracking.

Bobcat Tractors
Standard Four-Wheel Drive:
Every tractor model offers four-wheel drive that you can easily engage when you need extra traction for tough work. Additional features to help you quickly maneuver with confidence around the property include high ground speeds, a tight turning radius (as little as 8 feet depending on the model) and high ground clearance for working on uneven terrain.

Attachments and Implements:
The three-point hitch and rear power take-off (PTO) are standard on every Bobcat compact tractor, transforming your tractor into a versatile, do-it-all machine. Connect Category 1 or Limited Category 1 implements and get busy doing more projects, including mowing, tilling, raking, grading, moving snow and more.

Bobcat Utility Vehicles Heavy Duty Clutch:
Take on your most difficult tasks on the toughest terrain with great performance for towing, stability for hauling, and comfort for your passengers. Stronger belt engagement minimizes slippage and extends service intervals.

*

Tough Chassis and Suspension:
Strength comes standard on both the UV34 and UV34XL, with a rigid chassis that greatly improves ground clearance and road capability while allowing more range of motion in the suspension for superior ride quality.
Increased Tow Rating:
Hitch and haul up to 2,500 pounds with confidence. The tow rating on Bobcat UTVs has increased by 25%, and the trailer hitch tongue weight rating is 250 pounds, giving you a powerful option for pulling heavy trailers and other equipment for the job.

Fast and Easy Maintenance:
Bobcat utility vehicles are designed to make it faster and more convenient to maintain your machine so you can stay on the go. Fewer grease points and easier access to coolant and air, oil and fuel filters help reduce time spent servicing your machine.

New Cab System:
Conveniently customize or upgrade the new optional enclosed cab with a wide range of configurations. Installation and removal of accessories, doors, windows and heater are quick and simple. Improved cab sealing reduces dust and noise levels.

Bobcat® Toolcat UW56 Utility Work Machine:
Your work requires power and precision. With the Toolcat 5600, you get the perfect balance of both. The power to operate 40+ attachments can only be matched with the unparalleled maneuverability of all-wheel steering. Add the ability to haul up to 2,000 lb. of payload and tow up to 4,000 lb., and it’s easy to see how the Toolcat 5600 will quickly become the most-used machine in your fleet.

Bobcat® Toolcat UW53 Utility Work Machine:
With the ability to operate 40+ attachments in the front and Category 1 implements in the back, it truly changes the way you work. And with standard all-wheel steering and traction control, it’s also incredibly maneuverable and responsive. Add the optional 3 pt. hitch, power take-off (PTO), and high and variable flow hydraulics, and you’ll experience truly unmatched versatility.

Bobcat® Small Articulated Loaders Launched in 2020 Heavy Lifting Capacity – Small Articulated Loaders:
Get heavy lifting capacity in a small package. Bobcat® small articulated loaders are made for big productivity in small spaces and on sensitive surfaces. They are designed to lift more, work faster and maximize ability wherever the work takes you. The standard integrated counterweight provides optimal lift capacity and extra protection for the machine’s composite covers and cooling package.
Optional add-on rear counterweights further increase lift capacity and productivity. The counterweights follow the contours of the loader to maintain ground clearance and appearance.

Minimal Ground Disturbance and Tight Turning Radius:
Small articulated loaders feature an articulation joint for tight turning and a light overall footprint to minimize a tight-turning articulated steering and light overall footprint to minimize cuts or tears in the turf when turning or hauling a load. An articulation joint enables the rear tires to match the path of the front tires when turning, for a highly nimble machine that navigates around obstacles and works well in tight areas.

Telescopic Lift Arm:
A telescoping lift arm on select models extends your lifting height and keeps the load level as you handle materials up high.

Efficient Cooling:
With their efficient cooling systems, Bobcat® small articulated loaders offer leading performance for improved operation and component protection.

Side and front inlets bring cool air into the engine compartment and send it through the screened rear exit. The rear radiator screen is removable for easy cleanout, and its corrugated steel construction provides excellent durability. A separate temperature-controlled hydraulic oil cooler operates as needed to ensure quieter operation as well.

High Tractive Effort:
Based on operating conditions, Bobcat® small articulated loaders automatically enable one of two traction modes – High-Traction mode for control over rough and slippery terrain or Turf-Safe mode for the least possible ground disturbance. The optional traction assist switch enables you to momentarily override the automatic modes to travel through adverse conditions.

Bobcat MT100 (Mini-Track Loader) - *Launched in 2020
Bobcat mini track loader lineup delivers an improved 1,000 lb. rated operating capacity and increased breakout force to accomplish more than ever. It fits through gates and into backyards, easily maneuvering in tight work areas to replace hand tools and take productivity to the next level. In addition, the rollers are sealed so there's no need for daily roller maintenance and downtime during projects.
Attachment Versatility:
With the Common Industry Interface, you can quickly connect attachments – including buckets, pallet forks, augers, trenchers, stump grinders and sweepers – to make quick work of multiple jobs that used to take much longer by hand.

Safety Features:
Built-in safety features help operators stay safe and productive. Features include an attachment shutdown system, lift arm lockout system, parking brake and neutral start interlocks.

Ride-On/Walk-Behind Convenience:
An integrated ride-on platform on the Bobcat MT100 mini track loader is more comfortable for operators working or traveling on a jobsite.

Ride Comfort:
Optimized roller spacing on the MT100's track system improves ride quality. Choose from two track sizes for your preferred combination of performance and comfort.

Minimal Ground Disturbance:
The high-flotation tracks move across wet and muddy ground conditions, reduce ground pressure and minimize damage to lawns and other established surfaces. Choose non-marking tracks to prevent marks on driveways and sidewalks.

Improved Serviceability:
Bobcat mini track loaders offer tool-free access for regular maintenance. Just open the hood to quickly check coolant, fuel, oil and hydraulic fluid levels. In addition, the rollers are sealed so there's no need for daily roller maintenance.

Simple Operation:
Choose one-hand drive operation (MT55) or ISO joystick controls (MT100) to make it simple to operate and maneuver the mini track loader. Either is a great match for less experienced equipment operators, renters, and seasonal help.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Bobcat Company adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 14001 and OHSAS 18001 and transitioning to the 45001:2018 standard to control environmental risk associated with the manufacture of compact industrial, construction and agricultural equipment, and attachments at the Bobcat facilities. (See attached Certifications and Corporate Sustainability Report). Climate Change & Energy: We strive to respond to climate change issues by promoting responsible use of energy throughout our business value chain and maintain efforts in improving environmental protection and awareness at all our facilities. These efforts include conserving energy, improving energy efficiency, and giving preference to renewable over non-renewable energy when feasible. We practice conserving natural resources b increasing the materials we recycle, adopting conservation measures, and strengthening pollution prevention. Our facilities are becoming more environmentally friendly through LED lighting installation, LEED, and in line with the expansion plans will continue our efforts to reduce environmental footprint by installing LED lighting at all sites, upgrading paint lines, converting to natural gas from LPG and improving overall efficiency. Furthermore, Doosan Bobcat North American Headquarters located in West Fargo, ND and the Acceleration Center, located in Bismarck, ND have achieved the LEED Certification. The Bobcat Acceleration Center is one of only a handful of test lab facilities of its kind to receive and achieve LEED Certification, a widely used green building rating system and is a globally recognized symbol of sustainability achievement. Water & Waste Management: Throughout Doosan Bobcat North America, our water performance is systemically tracked and monitored, we are taking steps to primarily cut water withdrawal and reduce water consumption intensity. Ex. Our facilities follow the storm water permit process approves how storm water is dispersed. Further, we ensure all wastewater generated from production processes go through a physical, chemical, and biological treatment process at the wastewater treatment facility prior to discharged back to the local municipality. Waste Management, our approach is to prevent waste by using less material, recycling (metals, oils, wood, paper, plastics, and glass), finding fewer toxic substitutes, and/or by making equipment or process changes. Since 2006, the Gwinner facility has been registered as a Very Small Quantity Generator (VSQG) of hazardous waste. In 2020, Bobcat Company launched the world's first All Electric Compact Track Loader (eT76 now T7x) and Compact Excavators (E10e electric, the world's first 1Ton Electric Mini-Excavator, E19e, and E32e) initiatives at ConExpo in Las Vegas, NV. Today, we maintain a high priority focus on zero-emission, climate change, environmental, community impact, social, and sustainability initiatives as a part of our Corporate ESG (Environmental, Social, and Governance) long range plan. Doosan Portable Power adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 1400:2015 to control environmental risk associated with the manufacture of portable power equipment. The environmental attribute of our Generators is one of our key selling features. We were the industry leaders in becoming completely Tier 4 Final and incorporating this into all sizes of our generators. This reduces emissions and decreases fuel consumption. Our Generators are some of the quietest on the market, eliminating much of the noise pollution that traditionally accompanies construction equipment. We also provide 110% fluid containment as a standard practice in all our generators. If any fuel or oil leaks in the machines, it is kept in the containment basin and not allowed to reach the ground.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board).	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Our organization does have an annual Small Business Contracting Plan and have goals to meet utilizing strategic partnerships for sourcing and sales in order to meet Supplier Diversity Plans. Bobcat Company has several independently owned dealers/enterprises that are Women Owned or Minority Owned Business Entity, or Veteran Owned. Examples: Women Owned entities; Viking Equipment, Bobcat of Chattanooga, Bobcat of Knoxville. Veteran Owned Entities; Upstate Equipment, Bobcat of Buffalo, Bobcat of Buffalo South, Bobcat of Syracuse, Bobcat of the Twin Tiers.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Bobcat Company, our vision, mission, and values align with providing world class compact equipment, serviced by world class dealer networks, built by world class employees, to service the world's finest customers. With our expert internal and field staff, our nearly 1,400+ dealer locations in North America, our through-put and output of solution-oriented sales growth, rental, leasing, parts, and service efficiencies will ensure our continued market leadership. Our continued innovation and our quality put our products ahead of the competition and with our world-renowned brand, Bobcat® customers know they've invested in the best. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed and do more. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities, and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile, and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. We lead the industry through Brand Excellence, Innovation Leadership, Powered by People, and Community Partnership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties will cover all products, parts, and labor within the specified warranty period. Optional Protection Plus extended warranties are also available for increased protection and peace of mind. (See Attached Warranty Statements)	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Customary to the manufacturing industry, usage limitations such as; length of time or number of months (i.e. 12 or 24 months) and/or the number of hours (i.e. 2000 hours). Protection Plus an optional Manufacturer's Warranty would also follow the aforementioned number of months/hours methodology. Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time for technicians will not be covered to perform warranty repair.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Bobcat Company has over 1,400+ independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state/province that will stand ready to perform service and warranty work to best serve the government customers. Any remote locations that provide a challenging warranty or service situation, Bobcat Company will work with the nearest dealer enterprise to customize solutions that will meet and/or exceed the customers' expectations	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note: all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.	*
51	What are your proposed exchange and return programs and policies?	Exchange and returns rarely occur, however in the event that the situation(s) should arise, Bobcat Company will work with the customer on a case-by-case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations. Bobcat Company is a build to order manufacturer and In the event that a unit is shipped and delivered to an ordering entity and it is discovered that the unit does not meet the customer's intent and the unit was quoted and ordered per the ordering entity requested specification or request for quote and a formal purchase order or signed quote was initiated, built and shipped, Bobcat Company may request up to a 30% restocking fee to cover the additional transportation and costs associated with moving/reselling the unit ordered by the government customer/entity.	*
52	Describe any service contract options for the items included in your proposal.	Customized service plans/contracts are available and will be only offered by the Bobcat® independently owned and authorized dealers. Customized service plans/contracts may include (*not an all-inclusive list) preventative maintenance plans, service interval plans, high utilization plans, or plans designed to meet unique customer needs. If so, chosen by the customer, service plans/contracts through the Bobcat® authorized locations can be quoted and ordered in conjunction with contract items	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. No prompt payment discounts are currently offered. Acceptable payment methods are check, ACH, EFT, and credit card. In the event of delinquent customer payments, Bobcat Company reserves the right to charge the customer interest on the delinquent invoices up to but not to exceed 10%.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat Company does provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the corporate headquarters, authorized dealer locations, or other third-party financing organizations such as; Wells Fargo, PNC, Synchrony, and NCL Government Capital.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents include quote templates with itemized costs to include the equipment, factory installed options, attachments, dealer installed parts, freight, Dealer PDI, Dealer Assembly charges, and any other associated costs with the transaction. Quote date, time, quote number, Agency Name, Point of Contact information, delivering dealer, and ordering instructions will be displayed at the top of the quote. Sourcewell Contract numbers will be clearly displayed within the footer of the quote. (see US and Canada Samples) Invoices will reflect the itemized quote making it easy for the customer to cross reference. (see attached sample invoice)	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bobcat Company and its dealers will accept government purchase cards to satisfy payment requirements. Although it is not common practice currently, Bobcat Company and its dealers reserve the right to charge the applicable credit card fee that is appropriate and coincides with the amount of purchase.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Bobcat Company pricing model will be ceiling based beginning with a specified percentage discount off manufacturers suggested list price by product or product category. (See Bobcat Company Price Pages attached) (Canadian pricing can be calculated by adding the current exchange rate and any applicable tax).	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ceiling based discounts will begin at 16% off manufacturers suggested list price and may range up to 34% off manufacturers suggested list price depending on product model or product line and is dependent on corporate dealer programs, overstocked inventory, manufacturing capability, market share, and competitive benchmarking. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressure, discount programs, overstocked inventory, and market share opportunities. (See attached Bobcat Company Price Pages).	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available. Ex. Purchase order transactions that contain multiple units of a product category or product model with factory installed options and attachments of quantities of 5 or more may receive a more favorable discount consideration beginning with 1% additional discount and/or freight cost reductions if available through corporate programs. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressures, discount programs, and market share opportunities	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Bobcat Company will allow for “sourced” goods/products or related services or “open market” items or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. Such items may be offered at the dealer price plus 24%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional total cost of acquisition may include items such as manufacturer freight and destination charges, applicable state and local sales tax, dealer assembly/installation charges, set up, pre-delivery inspections, document fees, finance fees, insurance costs, environmental disposal costs, material surcharges, fuel surcharges, fuel tank fill, transfer costs, freight forwarding costs, air freight costs, dealer final destination charges, training, service plans/contracts, warranty escrow, extended warranty or Protection Plus. Pre-delivery Inspection and Installation Costs are associated with the local independently owned and authorized Bobcat® dealership shop and labor rates.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs and/or destination charges (varies by product type, size and weight) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Depending upon product mix being delivered and end customer delivery address, there may be a combination of freight, destination charges, fuel surcharges, and dealer delivery charges. Units will be shipped from the factory to the nearest assigned dealer for pre- delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the end customer to arrange final delivery within the appropriate delivery times determined by the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, fairy, 3rd party freight forwarding charges, and any required insurance needed while in transit. Additional charges will be reviewed by the customer prior to order, and it is customary for Bobcat Company to work with the customer throughout the sales/delivery process meeting the desired delivery method specified by the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost-effective methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Pricing offered in response to this Sourcewell RFP was created in a way to capture the mindshare of Bobcat Company Executives and authorized Bobcat® independently owned enterprise Dealer Principals, in order to create the necessary buy in needed to gain additional corporate and dealer network support and resources. While it may not currently be similar or better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments this is simply due to the timing of the new RFP and potential award. Lest we forget that we remain in unprecedented times with inflation, supply chain price volatility, freight cost uncertainty, labor shortages, labor cost increases, significant backlog in certain models and product categories, all leading to continued uneasiness of executives wanting long term contracts. However, because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate the current economic climate, budgets, and customer situations. All other contracts in our portfolio will be adjusted as the contact terms and conditions permit or will be removed from our contract portfolio. If awarded, Sourcewell will remain to be the go-to solution in our contract portfolio and as the current economic chapter closes, we will be better positioned for growth and competitive agility.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat® Dealers and Distributors by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System, Customer Sales Experience quoting solution, and Contract Management System in order to comply with contract discounts and pricing for quoting consistency in accordance with the awarded contract. Pricing and discounts will be readily available for both inside sales support staff and dealers to quickly and easily access, expediting the sales process and order capture. All orders will be verified or processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for auditing, quarterly reporting to Sourcewell and administrative fee remittance.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1) Contract Quote and Sales/Retail data by product type 2) Contract Quote and Sales/Retail data by model and industry size class 3) AEM Market Share, UCC, and Industry Specific Data 4) Customer demographics: (ex. city, county, municipality, k-12, university, non-profit, state agency etc.) and location. 5) Sales Revenue Growth 6) Marketing Plan • Frequency and Timing • Media delivery schedule as it relates to budget cycles - Media Metrics – E-Blasts, E-newsletters, Online display ads, Print ads • Impressions • Click Rates • Bounce Rates • Form Submissions	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Bobcat Company proposes an administrative fee structure of no more than three quarters of one percent or 0.75%. The proposed discounts offered will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity. Since the Canadian sales are reported in CAD rather than US Dollar, I propose the Canadian sales be reported separately and the administration fee be paid based upon the average exchange rate (FX) for the given quarter as the payment to Sourcewell from Bobcat Company is in US dollars. Sale Example: $100,000 CAD / 1.34 (current FX) = $74,626.87 US. Administration fee payment: $74,626.87 x .75% = $559.70.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Bobcat Company product lines fit within the scope of this Sourcewell RFP. Our breadth of products includes the following for Sales, Lease and Rental; Bobcat® Skid Steer Loaders, Bobcat® Electric Skid Steers, Bobcat® Compact Track Loaders, Bobcat® Electric Compact Track Loaders, Bobcat® Compact Excavators, Bobcat® Electric Excavators, Bobcat® Large Excavators, Bobcat® Telehandlers, Bobcat® Compact Wheel Loaders, Bobcat® Small Articulated Loaders, Bobcat® Mini-Track Loaders, Bobcat® Light Compaction Equipment, Bobcat® Utility Work Machines (Toolcat®), Bobcat® Compact and Utility Tractors, Bobcat® Utility Vehicles, Bobcat® Zero-Turn Mowers, Steiner® Tractors and Ryan® Turf Renovation Equipment and associated attachments, implements, accessories/parts, and associated warranty/extended warranty. We intend to add additional products to the Bobcat® Catalog and Branded offering as we develop this market through organic growth and acquisition to better serve Sourcewell and its members.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Other Value Added, Bobcat® power units that may fit both the scope of Grounds Maintenance, Material Handling, Power Generation, Portable Construction, Utility, and Medium Duty Construction equipment, Attachments, Implements, Parts, and associated warranty/extended warranties	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	◉ Yes ○ No	Bobcat® Compact Track Loaders Bobcat® Compact Wheel Loaders Bobcat® Small Articulating Loaders visit: https://www.bobcat.com/na/en/equipment/loaders for more information	*
72	Skidsteers;	◉ Yes ○ No	Bobcat® Skid Steer Loaders ranging from the M-Series to the recently launched R-Series loaders. visit https://www.bobcat.com/na/en/equipment/loaders/skid-steer-loaders for more information.	*
73	Mini excavators;	◉ Yes ○ No	Bobcat® Compact or Mini-Excavators to include M-Series, R-Series and R2 Series Excavators. visit: https://www.bobcat.com/na/en/equipment/excavators/compact-excavators for more information	*
74	Telehandlers;	◉ Yes ○ No	Bobcat TL519, TL619, TL723, and TL923 visit: https://www.bobcat.com/na/en/equipment/telehandlers	*
75	Soil compaction and site preparation equipment	◉ Yes ○ No	All the aforementioned products or equipment fall into soil compaction and/or site preparation equipment. Other product portfolio attachments will be made available to Sourcewell members. visit: https://www.bobcat.com/na/en/attachments	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell RFP 020223 - Bobcat Price Pages - January 2023.xlsx - Thursday February 02, 2023 13:57:37
- Financial Strength and Stability - Financials.zip - Thursday February 02, 2023 14:06:13
- Marketing Plan/Samples - Marketing _ Product Information_Sustainability Report.zip - Thursday February 02, 2023 14:07:17
- WMBE/MBE/SBE or Related Certificates - Certifications.zip - Thursday February 02, 2023 14:12:50
- Warranty Information - Warranty.zip - Thursday February 02, 2023 14:14:28
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday February 02, 2023 14:17:14
- Upload Additional Document - Dealer List_Territory Maps_State and Cooperative Contracts List.zip - Thursday February 02, 2023 14:24:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Randy Fuss, Director, Government Accounts, Clark Equipment Company dba Bobcat Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	**I have reviewed the below addendum and attachments (if applicable)**	**Pages**
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☑	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☑	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☑	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☑	1

AMENDMENT #1
TO
CONTRACT # 020223-CEC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

Clark Equipment Company dba Bobcat Company changed its name to “Doosan Bobcat North America, Inc.” and Supplier has requested to modify the Contract to change its name. No other structural changes have taken place with the company.

As of the effective date of this Amendment, all references to “Clark Equipment Company dba Bobcat Company” in Contract # 020223-CEC will be replaced with “Doosan Bobcat North America, Inc.”

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/28/2024 | 1:55 PM CDT

Doosan Bobcat North America, Inc.

By: DocuSigned by: Randy L. Fuss 0F55B103999C454...
Randy L. Fuss, Director, Gov. Accounts

Date: 5/28/2024 | 11:49 AM PDT

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Proposal for Bowman Consulting Group, LTD. to Provide Planning Services - Interim Community Development Director to the City of Flowery Branch, GA.

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
The City of Flowery Branch currently has a vacancy for Community Development Director. This is a highly skilled and licensed position requiring expertise in the process of plan and plat review, final reviews and signature approvals.
The City of Flowery Branch, GA is experiencing active growth in revitalization, new construction, and new business growth. All of which require expert review and approval to comply with local, state, and federal building mandates. Operating without a trained professional in the capacity of Community Development Director to support these activities burdens the City of Flowery Branch and places a hardship on citizens and business owners.
The City of Flowery Branch, GA. engaging Bowman Consulting Group, LTD. will provide the requisite services required regarding plan and plat review process, final reviews, and signature approvals. Additionally, this service will cover review of public hearing applications for completeness, meeting with applicants, preparing and writing staff recommendation reports, attending public hearings, providing details of applications to elected officials and the City Manager.

FACTS AND ISSUES:
The City of Flowery Branch would like to contract with Bowman Consulting Group, LTD for Planning Services â€“ Interim Community Development Director.

OPTIONS:
1) Approve the contract for Planning Services â€“ Interim Community Development Director.
2) Do not approve the contract for Planning Services â€“ Interim Community Development Director.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
In excess of $25,000 - General Fund, Community Development Budget

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RECOMMENDATION:
To secure Bowman Consulting Group, LTD. to provide Planning Services - Interim Community Development Director. Providing management of the plan and plat review process, final reviews and signature approvals.

SAMPLE MOTION:

I move to approve the Bowman Consulting Group, LTD. contract for Planning Services â€“ Interim Community Development Director as submitted.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - bowmanconsultinggroupltdexecutive.pdf
- 24-0711 City of Flowery Branch - 5410 W. Pine Steet, Flowery Branch, GA 30542 (Amended with Changed terms and conditions 8-5-2024).pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Proposal for Bowman Consulting Group, LTD. to Provide Planning Services – Interim Community Development Director to the City of Flowery Branch, GA.

DATE: September 10, 2024

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL- $175.00 per hour
Schedule "A" of proposed contract - Fees for Reprographic, delivery, travel, and other services.
CAPITAL- N/A

COUNCIL ACTION REQUESTED ON: September 19, 2024

PURPOSE: To secure Bowman Consulting Group, LTD. to provide Planning Services - Interim Community Development Director. Providing management of the plan and plat review process, final reviews and signature approvals.

HISTORY: The City of Flowery Branch currently has a vacancy for Community Development Director. This is a highly skilled and licensed position requiring expertise in the process of plan and plat review, final reviews and signature approvals.

The City of Flowery Branch, GA is experiencing active growth in revitalization, new construction, and new business growth. All of which require expert review and approval to comply with local, state, and federal building mandates. Operating without a trained professional in the capacity of Community Development Director to support these activities burdens the City of Flowery Branch and places a hardship on citizens and business owners.

The City of Flowery Branch, GA. engaging Bowman Consulting Group, LTD. will provide the requisite services required regarding plan and plat review process, final reviews, and signature approvals. Additionally, this service will cover review of public hearing applications for completeness, meeting with applicants, preparing and writing staff recommendation reports, attending public hearings, providing details of applications to elected officials and the City Manager.

FACTS AND ISSUES: The City of Flowery Branch would like to contract with Bowman Consulting Group, LTD for Planning Services – Interim Community Development Director.

OPTIONS:

1) Approve the contract for Planning Services – Interim Community Development Director.
2) Do not approve the contract for Planning Services – Interim Community Development Director.

RECOMMENDED SAMPLE MOTION:

I move to approve the Bowman Consulting Group, LTD. contract for Planning Services – Interim Community Development Director as submitted.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

Bowman

July 29, 2024 AS AMENDED On 8/5/2024

Tonya D. Parrish
City Manager
City of Flowery Branch
5410 W. Pine Street
Flowery Branch, Georgia 30542

Re: **City of Flowery Branch**(the "Project")
5410 W. Pine Street
Flowery Branch, Hall County, Georgia 30542
Proposal to provide Planning Services (the "Proposal")
Proposal No. 24-0711

Dear Tonya D. Parrish:

We are pleased to submit this Proposal to provide Planning services. Bowman understands The City of Flowery Branch is in need of an interim Community Development Director. Per our conversations the job duties needed are management of the plan and plat review process, final reviews and signature approvals. The job also requires reviewing public hearing applications for completeness, meeting with the applicants, writing staff recommendation reports and attending public hearings providing the details of the application to the elected officials and public. I will also be available for general meetings with the public, elected officials and you as needed. As we discussed, we agree the compensation for the planning services fits best on an hourly rate. Bowman agrees to bill the time needed to provide this service as a Planner III position as shown on the attached Schedule B. The anticipated beginning date of services is August 8th, 2024. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and City of Flowery Branch (the "Client").

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

Task	Description	Fee Type	Total

1	**Planning Services**	Hourly as Needed: Planner III	$0.00

- Review policies and procedures for plan and plat submittals. Understand the permitting process and turn around expectations.
- Final review of Permits and Plats for confirmation of addressing engineering comments. Provide signature for approval.
- Review rezoning, variance, special use permit and other applications requiring public hearings.
- Oversee the public notification requirements. Advertisement in the local paper and on-site posting of meeting information.
- Write a staff report for each application making comment on adopted policies such and the Comprehensive Plan.
- Provide the Elected Officials recommendations for the application such as denial, approval or approval with conditions.
- Attend public hearings to present planning related cases. Provide the Elected Officials and the public a presentation providing details of the case and recommendations.
- Be available to meet in person or remotely with city staff, Elected Officials, developers, applicants and Flowery Branch citizens.
- Other miscellaneous planning related items unanticipated at this time.

Total Fees **$0.00**

Bowman

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to City of Flowery Branch.

Sincerely,

Bowman Consulting Group Ltd.

Chris McCrary CM

Chris McCrary
Branch Manager

City of Flowery Branch hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by City of Flowery Branch to so execute this Proposal.

City of Flowery Branch

By:

Title: CITY MANAGER
Date: 8/5/2024

Bowman

SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2024

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman C.M. / Client

Bowman

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2024

CLASSIFICATION	HOURLY RATES
Senior Principal	$330.00/HR
Principal	$310.00/HR
Department Executive	$260.00/HR
Senior Project Manager	$235.00/HR
Project Manager	$200.00/HR
Project Coordinator	$115.00/HR
Senior Surveyor	$235.00/HR
Engineer I | II | III	$130.00/HR | $140.00/HR | $160.00/HR
Planner I | II | III	$125.00/HR | $135.00/HR | $175.00/HR
Designer I | II | III	$125.00/HR | $135.00/HR | $145.00/HR
CADD Drafter I | II | III	$ 90.00/HR | $115.00/HR | $125.00/HR
Construction Inspector	$115.00/HR
Landscape Architect I | II | III	$125.00/HR | $140.00/HR | $180.00/HR
Senior Environmental Scientist	$190.00/HR
Environmental Scientist I | II | III	$120.00/HR | $150.00/HR | $180.00/HR
Right of Way Specialist I | II | III	$ 96.00/HR | $115.00/HR | $140.00/HR
Survey Technician I | II | III	$105.00/HR | $125.00/HR | $145.00/HR
Project Surveyor	$190.00/HR
Survey Field Crew – 1 Man	$150.00/HR
Survey Field Crew – 2 Man	$190.00/HR
Survey Field Crew – 3 Man	$245.00/HR
3D Scanning Crew	$285.00/HR
Survey Field Technician	$100.00/HR
3D/UAV Modeling Technician	$180.00/HR
UAV Operation	$320.00/HR
SUE Field Crew - 1 Man	$155.00/HR
SUE Field Crew - 2 Man	$200.00/HR
SUE Field Crew - 3 Man	$260.00/HR
SUE Field Crew - 4 Man	$295.00/HR
SUE Utility Coordinator	$200.00/HR
SUE Technician I | II | III	$120.00/HR | $135.00/HR | $160.00/HR
Machine Control Technician	$270.00/HR
Administrative Professional	$ 95.00/HR
Remote Sensing Technician I | II | III	$105.00/HR | $125.00/HR | $145.00/HR

Initials: Bowman C.M. / Client

Table 1812018 - DEFAULT 2024 Florida/Georgia

Bowman

SCHEDULE C - REQUEST FOR INFORMATION

Accounts Payable Contact:

Point of Contact:

Phone:

Fax:

E-Mail:

Billing Information:

Billing Entity:

Billing Address: ☐ **Same as Proposal**

☐ **If Different, Please Provide:**

Billing Requirements:

Invoice Due Date:

Requirements/Attachments:

Invoices Transmitted Via Electronic Mail to:

Offer ACH Direct Deposit: ☐ **Yes, Contact:**

☐ **Not Sure, Contact Our Office**

☐ **Not At This Time**

Initials: Bowman C.M. / Client

Bowman

BOWMAN CONSULTING GROUP LTD.
TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd.** ("Bowman") to **City of Flowery Branch** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. ~~Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.~~ Cm 8/5/2024

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. ~~**Certificate of Merit.** In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.~~ Cm 8/5/2024

9. Conflict Resolution and Applicable Law. ~~Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars ($100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other~~ Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not Cm 8/5/2024

Bowman

successfully resolve all issues, then the parties agree that the state and federal courts located in Georgia ~~Virginia~~ shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.
~~(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.~~ Cm 8/5/2024

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

~~**13. Limits of Scope.**~~
~~(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.~~ Cm 8/5/2024

~~(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.~~ Cm 8/5/2024

~~(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.~~ Cm 8/5/2024

~~(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.~~ Cm 8/5/2024

~~(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and~~

Bowman

~~documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, these services will be performed by Bowman as hourly rate services under Section 14 below.~~

Cm 8/5/2024

~~(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.~~ Cm 8/5/2024

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

Bowman

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman C.M. / Client

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider a Task Order Agreement for Professional Services from ESG Engineering to fulfill the City's Obligation to Submit a Physical Inventory List and Planning Document to the EPA Required by October 16, 2024.

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
In 1991, the EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead Copper Rule (LCR). Since its inception the LCR has undergone various revisions. In 2021 the EPA revised the Lead Copper Rule to better protect children and communities from the risks of lead and copper in their drinking water by requiring water systems to monitor drinking water at taps. The new rule decreases the acceptable concentration levels of lead and copper from 50 ppb to 15 ppb for lead and 1.3 ppm for copper.

FACTS AND ISSUES:
In order to adhere to the Environmental Protection Agencyâ€™s (EPA) 2021 Lead and Copper Rule Revision this Task Order Agreement (TOA) fulfills the Cityâ€™s obligation to submit a physical inventory list and planning document to the EPA required by October 16, 2024.
The program is designed to satisfy the requirements for the 2021 LCRR and reduce lead and copper in drinking water. The following steps are included in the program:
1. Acquisition of Inventory Data: Perform a desktop query and as-built file review for a water system by utilizing GIS software in conjunction with county tax parcel data, utility billing addresses, and drinking water capital improvement plans. The goal is to determine if water piping was installed before 1990 or after 1990.
2. Physical Inventory: If the material at a service address cannot be determined through the initial desktop query or as-built review (defined as an â€œunknownâ€), then field investigation is required. Field technicians will be deployed to verify the service line material on both the public side of the meter and the private side of the meter by various means and methods approved by the EPA/EPD.
3. Planning Document: The next step in this program will develop and submit the Planning Document required by the EPD to accompany the Inventory Submittal on behalf of the City.
4. Program Management: This task will establish sampling protocols for programs extending beyond the inventory period, recommend public awareness concepts, assist with pubic notification, and provide design, bid assistance, and construction administration for lead and copper service line replacements resulting from the findings.

OPTIONS:
To accept or not accept the Task Order Agreement from ESG Engineering.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$77,125 - Drinking Water State Revolving Fund (DWSRF) Administered by Georgia Environmental Finance Agency (GEFA)

RECOMMENDATION:
To accept the Task Order Agreement from ESG Engineering to perform Lead Service Line Inventory measures in order to adhere to the Environmental Protection Agencyâ€™s (EPA) 2021 Lead and Copper Rule Revision.

SAMPLE MOTION:
I make a motion to accept the Task Order Agreement from ESG Engineering to perform Lead Service Line Inventory measures in order to adhere to the Environmental Protection Agencyâ€™s (EPA) 2021 Lead and Copper Rule Revision.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS
- Executive Summary - Task Order Agreement for Professional Services from ESG Engineering.pdf
- F0002.010 LSL Task Order.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Task Order Agreement for Professional Services from ESG Engineering

DATE: September 19, 2024

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: September 19, 2024

PURPOSE: In order to adhere to the Environmental Protection Agency's (EPA) 2021 Lead and Copper Rule Revision this Task Order Agreement (TOA) fulfills the City's obligation to submit a physical inventory list and planning document to the EPA required by October 16, 2024.

HISTORY: In 1991, the EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead Copper Rule (LCR). Since its inception the LCR has undergone various revisions. In 2021 the EPA revised the Lead Copper Rule to better protect children and communities from the risks of lead and copper in their drinking water by requiring water systems to monitor drinking water at taps. The new rule decreases the acceptable concentration levels of lead and copper from 50 ppb to 15 ppb for lead and 1.3 ppm for copper.

FACTS AND ISSUES: The program is designed to satisfy the requirements for the 2021 LCRR and reduce lead and copper in drinking water. The following steps are included in the program:

1. **Acquisition of Inventory Data:** Perform a desktop query and as-built file review for a water system by utilizing GIS software in conjunction with county tax parcel data, utility billing addresses, and drinking water capital improvement plans. The goal is to determine if water piping was installed before 1990 or after 1990.

2. **Physical Inventory:** If the material at a service address cannot be determined through the initial desktop query or as-built review (defined as an "unknown"), then field investigation is required. Field technicians will be deployed to verify the service line material on both the public side of the meter and the private side of the meter by various means and methods approved by the EPA/EPD.

3. **Planning Document:** The next step in this program will develop and submit the Planning Document required by the EPD to accompany the Inventory Submittal on

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behalf of the City.

4. **Program Management:** This task will establish sampling protocols for programs extending beyond the inventory period, recommend public awareness concepts, assist with pubic notification, and provide design, bid assistance, and construction administration for lead and copper service line replacements resulting from the findings.

OPTIONS: To accept or not accept the Task Order Agreement from ESG Engineering.

RECOMMENDED SAMPLE MOTION: I make a motion to accept the Task Order Agreement from ESG Engineering to perform Lead Service Line Inventory measures in order to adhere to the Environmental Protection Agency's (EPA) 2021 Lead and Copper Rule Revision.

DEPARTMENT: Finance

Prepared by: Elias Gobble

TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

Consultant's Address: 6400 Peake Road, Macon Georgia 31210

Client's Address: P.O. Box 757, 5410 Pine Street, Flowery Branch, Georgia 30542

Project Name: F0002.010: Lead & Copper Program Management

Project Location: Flowery Branch Water Service Area

BACKGROUND

On December 17, 2021, following U.S. EPA engagement activities, U.S. EPA published Docket No. EPA-HQ-OW-2021-0255 in the federal register.

- U.S. EPA committed to propose and revise the Lead and Copper Rule Revisions (LCRR) by October 2024 with the Lead and Copper Rule Improvements (LCRI).
- The LCRI is expected to delay the implementation of portions of the LCRR beyond the October 16, 2024, compliance date.
- The U.S. EPA will not delay the service line material inventory requirements in the LCRR.

The CITY is required to engage in a 12–17-year program to identify and replace lead and copper service lines. The inventory must include all service lines connected to the public water distribution system regardless of intended use (40 CFR §141.84(a)(2)). The inventory must include information on both the system and customer owned portions. Services lines must be classified as lead, galvanized requiring replacement (GRR), non-lead (or the actual material), or lead status unknown services lines (or unknown). A classification of non-lead must be supported by evidence-based records, methods, or techniques to prove it is not lead or GRR. By 2024, the CITY will need to complete the service line inventory and provide planning documentation to EPD/EPA addressing the following major areas:

- Strategy for determining any unknowns resulting from inventory
- Step by step procedures for LSL replacements
- Process for informing customers prior to performing replacements
- LSLR Goal Rate for "Trigger" Level Exceedance
- Flushing procedures for customers
- LSLR prioritization and coordination with ongoing projects and Disadvantaged Communities
- Funding strategies to help disadvantaged persons offset costs

SCOPE OF WORK

Based on current information, the CITY's total number of water customers is estimated at 1,950 services. The overall goal of Tasks 1, 2, 3, and 4 is to reduce the number of unknown services in the Inventory to be submitted next year to zero. However, depending on findings during delivery of each task, it may be impractical or too costly to work toward zero unknowns. The CONSULTANT will work with the CITY during and upon completion of each task to estimate the subsequent task's expected cost benefit, thus supplementing decisions to be made regarding the next phase.

All tasks below will be executed in order chronologically to progressively reduce the number of water service lines to be identified as "Unknown Material" in the inventory submittal. The strategy to be agreed upon by execution of this document is that CONSULTANT will continue to reduce unknowns by deploying the tasks below and will work toward either an agreed upon budget amount or toward an acceptable (to the CITY) Targeted amount/quantity of remaining Unknowns until the tasks are complete. The services to be provided by the CONSULTANT for each of these tasks are summarized in the following paragraphs.

TASK 1 – ACQUISITION OF INVENTORY DATA

Analysis of Existing Data Sources and Database Design

The initial focus of Task 1 is to minimize the necessity for physical inspections through examination of available documents; for example, expert interviews, as-built plans, or historical records obtained from sources such as the water department. Furthermore, the scope also involves a comprehensive review of the Drinking Water Capital Improvement Plan (CIP) to effectively mitigate uncertainties, as the project's design and construction phases could serve as opportunities to gather vital information.

In parallel, the initial focus of Task 1 is to build an ESRI-based inventory model to serve as a robust tool to track all inventory-related data: information gathered from existing data sources, as well as forthcoming physical inspections. A GIS Query will be performed to reduce unknowns based on the fact that all structures serviced after a construction data of 1990 can be eliminated as "non-lead".

In a proactive approach to engage the community, CONSULTANT will initiate a customer outreach effort through mailers to solicit the valuable input of citizens in determining customer side service types. An innovative digital interface will be developed to seamlessly integrate mailer returns into the CITY 's database inventory, further enhancing the accuracy and comprehensiveness of the data. CONSULTANT will assist the CITY in identifying potential funding sources through state and federal entities to support the successful implementation of the Lead and Copper Program. The ESRI-based inventory model will track these mailer responses.

While the cost of the ESRI software will be incurred as a portion of Task 1, note that the software is a prerequisite to execute subsequent Task 2. CONSULTANT will also geocode all service addresses and assign all water billing accounts to addresses and physical locations using GIS technology- this is required for the proper inventory.

During and upon completion of initial focus of Task 1, the CITY will receive updates regarding the success of the efforts.

TASK 2 – PHYSICAL INVENTORY

Once available records have been reviewed and documented within the ESRI-based model, the focus of the project will transition to reducing the quantity of “Unknown Services” by means of physical inspections – this is the focus of Task 2. The phased approach of this task utilizes the least expensive methodology first and successively progresses to more expensive methodology until the ability to reduce “Unknown Services” is exhausted.

Task 2A – Meter Box Inspections: All Unknowns

For the cost of $15 per meter box inspection ($7.50 per service line), CONSULTANT’s field personnel will visit all “unknown services” meter boxes and attempt to verify system and customer side for service material. Hand digging will be performed to visually inspect down to a maximum of 2-inches. The CITY will be notified if a service line is buried deeper for potential cleaning by CITY personnel. A dramatic decrease in the number of remaining unknowns is expected due to this effort.

Task 2B – Hydrovac Inspections

CONSULTANT will utilize water hydrovac inspections to further minimize the number of unknown service materials. For the cost of $75 per hole, CONSULTANT’s field personnel will visit “unknown services” meter boxes; near the meter box, a hydrovac machine will be used to create a pothole (approximately 4-inches in diameter and maximum 18-inches in depth) to expose the system and/or customer service lines for observation. Field personnel will determine and record the service material. However, note that this inspection will only be necessary if material cannot be viewed inside the meter box.

TASK 3 – PLANNING DOCUMENT (LSL REPLACEMENT PLAN)

As part of Task 3, CONSULTANT will develop and submit the Planning Document required by EPD to accompany the Inventory Submittal on behalf of CITY. The Planning Document will include the following:

- Explanation of strategy for determining any unknowns resulting from Task 1 efforts
- Project step-by-step procedures for LSL Replacements
- Plan and process for informing customers prior to completing replacement work
- Flushing procedures for customers
- LSLR prioritization and coordination with ongoing projects and disadvantaged communities
- Funding strategies to help disadvantaged persons offset costs

TASK 4 – PROGRAM MANAGEMENT (BEYOND INVENTORY SUBMITTAL DATE)

As a part of Task 4, CONSULTANT will establish sampling protocols for programs extending beyond the inventory period. These protocols will include a sampling/testing plan to find sources of lead in drinking water at childcare facilities and schools. The CONSULTANT will make recommendations on planning, training, public education, notifications, and outreach programs. The CONSULTANT will assist the CITY in public notification and education campaign concerning the Lead and Copper Sampling Program. The CONSULTANT will provide design, bid assistance, and construction administration for lead and copper service line replacements resulting from findings during the inventory and sampling efforts.

COMPENSATION

Compensation by OWNER to the CONSULTANT will be as follows:

Task	Total Estimated Price
Task 1 – Acquisition of Desktop Inventory Data, Software, and Review of Records (Review of As-Builts, Tap Cards, System Maps, Ordinances/Codes, Database Design, Community Mailers, Software Design, and overall Program Management.)	$15,000 (Lump Sum)
Task 2 – Physical Inventory Task 2A: Meter Box Inspections* – All Unknowns Task 2B: Hydrovac Inspections	 $ 15 per meter $ 75 per Hydrovac Inspection
Task 3 – Planning Document (LSL Replacement Plan)	$100 per Hour
Task 4 – Program Management and Lead Service Line Replacement	*To be determined after completion of inventory (Tasks 1, 2, 3)*

EXAMPLE BUDGET

Given the complexity of the work involved in this Task Order and the unknown nature of the data and field-conditions, an example budget is provided below for purposes of illustrating the potential outcome of the CONSULTANT's services.

Please note that this is an estimate only, and that specific outcomes may vary considerably.

Task	Estimated Qty	Unit Price	Task Cost	Unknowns Remaining
Task 1	1,950 Meters	$15,000 Lump Sum	$ 15,000	975 Meters (±50% Reduction)
Task 2A	975 Meters	$15 per Meter Box	$ 14,625	500 Meters (±50% Reduction)
Task 2B	500 Service Lines	$75 per Hydrovac Inspection	$ 37,500	0
Task 3	100 Hours	$100 per Hour	$ 10,000	N/A
		Total	**$ 77,125**	**0**

Given these assumptions and the unit and lump sum prices established, the CITY'S initial inventory would be submitted to the State by the October 16, 2024 deadline with an estimated number of zero service lines of unknown material. However, should the situation change, there would be available three years during the LCRI promulgation period to gather information on service lines of unknown material.

1 OBLIGATIONS OF THE CITY

In addition to those obligations provided by the terms and conditions of the Agreement, the CITY shall:

1.1 CITY-Furnished Data

The CITY will provide to ESG all data in the CITY's possession relating to ESG's performance of the Scope of Services regarding the PROJECT. ESG will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

1.2 Access to Facilities and Property

The CITY will make its facilities accessible to ESG as required for ESG's performance of the Scope of Services and will provide labor and safety equipment as required by ESG for such access. The CITY will perform, at no cost to ESG, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with ESG's services.

1.3 Operations Assistance and Services

The CITY authorizes ESG to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the performance of the Scope of Services. The CITY authorizes ESG to take such actions in these respects as ESG considers necessary to meet the objectives of the Scope of Services.

1.4 Advertisements, Permits, and Access

The CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ESG's services.

1.5 Timely Review

The CITY will examine ESG's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner.

1.6 Prompt Notice

The CITY will give prompt written notice to ESG whenever the CITY observes or becomes aware of any development that affects the scope or timing of ESG's performance, or of any defect in the work of ESG.

1.7 Changes

The CITY may request changes within the general Scope of Services in this Task Order. If such changes affect ESG's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

2 GENERAL LEGAL PROVISIONS

2.1 Authorization to Proceed

Execution of this Task Order by the CITY will be authorization for ESG to proceed with the work, unless otherwise provided for in this Task Order.

2.2 Force Majeure

ESG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ESG. In any such event, ESG's contract price and schedule shall be equitably adjusted.

2.3 No Conflict of Interest for Future Work

The services performed by ESG under this Task Order do not preclude ESG from proposing or providing such services to the CITY in the future. Information and knowledge gained by ESG in providing services under this contract shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

2.4 Third Party Beneficiaries and Scope of Services

This Task Order gives no rights or benefits to anyone other than the CITY and ESG and has no third party beneficiaries. The services to be performed for the CITY by ESG are defined solely by this Task Order and the terms and conditions of the Agreement.

2.5 Materials and Samples

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site within 60 days of close-out unless agreed to otherwise. Exceptions to sthis clause are items subjected to destructive testing or samples with nominal intrinsic value, such as samples of liquid, solid or gaseous materials that are non-hazardous. The CITY recognizes and agrees that ESG is acting as a Bailee and at no time assumes title to said items, substances, materials, or samples.

2.6 Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Task Order, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Task Order are binding on the successors and assigns of the parties hereto.

3 ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Task Order, including its attachments and schedules, and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

For the OWNER, **Flowery Branch**
Dated this_______________day of_______________, 2024

By:____ ___________________________
Name Title

For the CONSULTANT**, ESG Engineering, Inc.**,
Dated this 28 day of May , 2024

By: Trey Gavin, P.E. ___________________ Principal
Name Title

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-006, Loan Agreement from Drinking Water State Revolving Fund Administered by Georgia Environmental Finance Authority

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
In 1991, the EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead Copper Rule (LCR). Since its inception the LCR has undergone various revisions. In 2021 the EPA revised the Lead Copper Rule to better protect children and communities from the risks of lead and copper in their drinking water by requiring water systems to monitor drinking water at taps. The new rule decreases the acceptable concentration levels of lead and copper from 50 ppb to 15 ppb for lead and 1.3 ppm for copper.

FACTS AND ISSUES:
The EPA has partnered with federal and state financing organizations throughout the country to provide funding sources to offset the burden of cost to communities in order to reduce lead and copper in the drinking water under the slogan â€œGet the Lead Outâ€. The program requires communities to perform the following:
-Determine materials used within a water system to deliver water from its source to the tap;
-A process for informing customers prior to performing material replacements, if applicable;
-Provide step by step procedures for lead service line replacements, if applicable;
-Lead service line goal rate for trigger level exceedance;
-Provide flushing procedures for customers;
-Determine lead service line replacement prioritization and coordination with ongoing projects and disadvantaged communities;
-Determine funding strategies to help disadvantaged communities to offset costs to replace unsuitable materials.

OPTIONS:
To accept or not accept the Loan Agreement from the Drinking Water State Revolving Fund administered by the Georgia Environmental Finance Agency.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
NA

RECOMMENDATION:
To borrow up to $120,000 from the Drinking Water State Revolving Fund administered by the Georgia

Environmental Finance Agency to finance a portion of the Lead Service Line Removal project and authorize the Mayor and staff to execute any further related documents necessary to consummation of the transactions contemplated by the Loan Agreement.

SAMPLE MOTION:
I make a motion to borrow up to $120,000 from the Drinking Water State Revolving Fund administered by the Georgia Environmental Finance Agency to finance a portion of the Lead Service Line Removal project and authorize the Mayor and staff to execute any further related documents necessary to consummation of the transactions contemplated by the Loan Agreement.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Resolution 24-006.pdf
- Loan Agreement.pdf
- Loan Execution Instructions.pdf
- Promissory Note.pdf
- Resolution 24-006 Accept Loan Agreement from DWSRF GEFA.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 24-006 to Accept Loan Agreement from Drinking Water State Revolving Fund (DWSRF) Administered by Georgia Environmental Finance Agency (GEFA)

DATE: September 19, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: September 19, 2024

PURPOSE: In order to pursue funding to support the Environmental Protection Agency's (EPA) federal regulation, 2021 Lead and Copper Rule Revisions (LCRR), GEFA created a funding application to offset the burden of cost designed to control lead and copper in drinking water.

HISTORY: In 1991, the EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead Copper Rule (LCR). Since its inception the LCR has undergone various revisions. In 2021 the EPA revised the Lead Copper Rule to better protect children and communities from the risks of lead and copper in their drinking water by requiring water systems to monitor drinking water at taps. The new rule decreases the acceptable concentration levels of lead and copper from 50 ppb to 15 ppb for lead and 1.3 ppm for copper.

FACTS AND ISSUES: The EPA has partnered with federal and state financing organizations throughout the country to provide funding sources to offset the burden of cost to communities in order to reduce lead and copper in the drinking water under the slogan "Get the Lead Out". The program requires communities to perform the following:

- Determine materials used within a water system to deliver water from its source to the tap;
- A process for informing customers prior to performing material replacements, if applicable;
- Provide step by step procedures for lead service line replacements, if applicable;
- Lead service line goal rate for trigger level exceedance;
- Provide flushing procedures for customers;
- Determine lead service line replacement prioritization and coordination with ongoing projects and disadvantaged communities;
- Determine funding strategies to help disadvantaged communities to offset costs to replace unsuitable materials.

OPTIONS: To accept or not accept the loan agreement from the Drinking Water State Revolving Fund administered by the Georgia Environmental Finance Agency.

RECOMMENDED SAMPLE MOTION: I make a motion to borrow up to $120,000 from the Drinking Water State Revolving Fund administered by the Georgia Environmental Finance Agency to finance a portion of the Lead Service Line Removal project and authorize the Mayor and staff to execute any further related documents necessary to consummation of the transactions contemplated by the Loan Agreement.

DEPARTMENT: Finance

Prepared by: Elias Gobble

Loan/Project No. **DWLSL2023058**
Assistance Listing Number (ALN): # 66.468

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and existing under the laws of the State of Georgia)
as Lender

and

CITY OF FLOWERY BRANCH
(a public body corporate and politic duly created and existing under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this **"Agreement"**) dated ________________, 20____, by and between **CITY OF FLOWERY BRANCH**, a Georgia public body corporate and politic (the **"Borrower"**), whose address for purposes of this Agreement shall be **5410 PINE STREET, FLOWERY BRANCH, GA 30542**, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the **"Lender"**), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334.

1. **Background** - The Lender desires to loan to the Borrower **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the **"Loan"**) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$120,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount

equal to the maximum amount of the Loan as described above (the **"Note,"** which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of zero and 0/100 percent (0%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the **"Authorized Borrower Representative"**) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an **"Advance"**), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the **"Credit Documents"**) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the

Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the **"Completion Date"**) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the

Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to,

any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed $100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated

maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. <u>Miscellaneous</u> - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **OCTOBER 1, 2024**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF FLOWERY BRANCH

Approved as to form:

By:______________________________
Borrower's Attorney

Signature:______________________________

Print Name:______________________________

Title:______________________________

(SEAL)

Attest Signature:______________________________

Print Name:______________________________

Title:______________________________

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature:______________________________
Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

The city of Flowery Branch seeks to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF FLOWERY BRANCH

Loan Number: DWLSL2023058

ITEM	TOTAL	DWSRF	OTHER CONTRIBUTIONS
Engineering & Administration	$20,000	$20,000	-
Service Line Investigation & Potholing	90,000	90,000	-
Devices & Equipment	-	-	-
Communication & Outreach Plan	-	-	-
LSL Replacement Plan	10,000	10,000	-
Sampling & Filters	-	-	-
Contingency	-	-	-
Other	-	-	-
TOTAL	**$120,000**	**$120,000**	**-**

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval with the exception of Devices & Equipment (which require Lender approval). In no event shall the Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

ACTION	DATE
Plans & Specs Submitted to EPD	APRIL 2024
Bid Opening	SEPTEMBER 2024
Notice to Proceed	OCTOBER 2024
Completion of Construction	OCTOBER 2024

SPECIMEN PROMISSORY NOTE

$120,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 0/100 PERCENT (0%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ____ day of ___________, _____.

(SEAL)

CITY OF FLOWERY BRANCH

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

A. Proof of advertising;
B. Certified detailed bid tabulation;
C. Engineer's award recommendation;
D. Governing body's award resolution;
E. Executed contract documents, including plans and specifications;
F. Construction and payment schedules;
G. Notice to proceed;
H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF FLOWERY BRANCH

Loan Number: DWLSL2023058

None.

FEDERAL REQUIREMENTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."

6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **$120,000** of this Loan, if all funds are drawn.

   Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

11. Reserved.

12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

15. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

16. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

    The bidders list must contain the following information from all prime contractors and subcontractors:

    1) Bidder's name with point of contract;
    2) Bidder's mailing address, telephone number, and email address;
    3) The procurement item on which the bidder bid or quoted, and when; and
    4) Bidder's status as an MBE/WBE or non-MBE/WBE.

    Borrowers receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **CITY OF FLOWERY BRANCH** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DWLSL2023058**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

(i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and

(ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

____
Signature

____
Printed Name

____
Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: **CITY OF FLOWERY BRANCH**

Loan Number: **DWLSL2023058**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of ____________________________, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **$120,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

______________________________ (Signature of Person to Execute Documents)	______________________________ (Print Title)
______________________________ (Signature of Person to Attest Documents)	______________________________ (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated:____________________

____
Secretary/Clerk

(SEAL)

August 9, 2024

Ms. Tonya Parrish
City Manager
City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542

Re: City of Flowery Branch – Loan No. DWLSL2023058

Dear Ms. Parrish:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund (DWSRF) loan in the amount of $120,000 on February 29, 2024. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer any questions that you may have. Based on the questions we commonly receive; we have prepared the following list of important terms for your convenience:

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:

    a. GEFA may award your project principal forgiveness in the amount of **$120,000**, if all loan funds are drawn.

    b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.

2. Origination Fee. The origination fee for this loan agreement has been waived for your community.

3. Loan Execution Expiration. Section 13(d) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.

5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.

6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately $0 per month throughout the life of repayment.

7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-584-1071 or kcastro@gefa.ga.gov.

Sincerely,

Kelvin Castro
Project Manager

Enclosures:

cc: Trey Crisp / ESG Engineering, Inc. (w/o enclosures)

DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**

☐ Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."

☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.

☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. Do not sign the specimen note found in Exhibit B.

☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.

☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

☐ Project Performance Worksheet. Use the following link to enter the project-related information: https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr. Read the instructions prior to completing this project performance worksheet.

Recipient Execution Checklist

Borrower Name: City of Flowery Branch   Loan Number: DWLSL2023058

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents by October 1, 2024, the contract execution expiration date as outlined in item (13)(d) of the loan agreement.

_______**(2) Loan Agreements**
- ☐ Both loan agreements are signed and marked with the borrower's seal

_______**Exhibit E: Opinion of Borrower's Counsel**
- ☐ Signed, dated, and on the attorney's letterhead

_______**Exhibit F: Resolution of Governing Body**
- ☐ Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

_______**Promissory Note**
- ☐ Signed, dated, and marked with the borrower's seal

_______**Signature Card**
- ☐ Completed, box checked, attested (not one of the signers), and dated

_______**Vendor Authorization for ACH Electronic Funds Transfer**
- ☐ Completed, signed, and dated with a voided check/deposit ticket attached

_______**Project Performance Worksheet**
- ☐ https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr

CITY OF FLOWERY BRANCH
Loan/Project No. DWLSL2023058

PROMISSORY NOTE

$120,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS ($120,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 0/100 PERCENT (0%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ______ day of ____________________, ______.

CITY OF FLOWERY BRANCH

Signature: ____________________________________

Print Name: ____________________________________

Title: ____________________________________

Approved as to form:

By: ______________________________

Borrower's Attorney

(SEAL)

Attest Signature: ______________________________

Print Name: ______________________________

Title: ______________________________

RESOLUTION NO. 24-006

To Accept Loan Agreement from Drinking Water State Revolving Fund Administered by Georgia Environmental Finance Authority

WHEREAS, the governing body of the Borrower has determined to borrow but not exceed **$120,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINSTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

SO RESOLVED this 19th day of September, 2024.

____
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

____
Ted Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Authorizing a Change Order in the Amount of $68,579.75 for Incorporating Additional Road Paving Scope into the Ongoing Road Resurfacing Improvements Contract and Allow for an Additional 15 Days

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
The City awarded the Road Resurfacing Improvements construction contract to Baldwin Paving, Inc. Additional road paving improvements were incorporated into the contract in Change Order No. 1. Construction is approximately 80% complete for the current contract. The City has identified additional work to incorporate into the contract.

FACTS AND ISSUES:
This contract change order will incorporate road resurfacing improvements on the follow roads:
â€¢ A portion of Capitola Farm Road near the intersection with Scarlet Oak Way. Due to extensive fatigue/alligator cracking and rutting of the existing pavement, a deep patch will be performed to improve the overall pavement structure and prevent further damage.
â€¢ The proposed Railroad Avenue parking aisle which was incorporated into the contract in Change Order #1 will be expanded from 20â€™ to 30â€™ and parking spaces will be striped at a perpendicular angle. The number of parking spaces will increase to a total of 38 additional spaces on Railroad Ave.
Due to the additional scope of work, the contract period has been increased by 15 days, to a total of 135 days.
Funding was anticipated to be $2.6M for the entire paving project for FY25. This is within the budget. The funding is from SPLOST and the cityâ€™s Local Resources Fund.
Estimated Construction Costs:
Original Contract Amount: $ 1,645,269.00
Contract Amount Including Change Order No. 1: $ 2,235,859.73
Change Order No. 2 Amount: $ 68,579.75
Contract Amount Including Change Order No. 2: $ 2,304,439.48

OPTIONS:
1) Authorize Additional Road Paving Scope
2) Do Not Authorize Additional Road Paving Scope

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
$68,579.75 SPLOST and Local Resources Fund

RECOMMENDATION:
Authorize a Change Order in the amount of $68,579.75 for Incorporating Additional Paving Improvements into the Ongoing Road Resurfacing Improvements contract and allow for an additional 15 days of contract time.

SAMPLE MOTION:
I make a motion to authorize change order #2 for Baldwin Paving, Inc. in the amount of $68,579.75 for additional paving improvements and allow for an additional 15 days of contract time

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- 2024.09.18 - Executive Summary - Change Order No 2.pdf
- Change Order No. 2 - Capitola & Railroad - signed by contractor.pdf
- Capitola Farm Rd Resurfacing Graphic.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Authorizing a Change Order in the amount of $68,579.75 for incorporating Additional Road Paving Scope into the Ongoing Road Resurfacing Improvements contract and allow for an additional 15 days.

DATE: September 19, 2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $68,579.75

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: September 19, 2024

PURPOSE: To Consider Authorizing a Change Order in the amount of $68,579.75 for Incorporating Additional Paving Improvements into the Ongoing Road Resurfacing Improvements contract and allow for an additional 15 days of contract time.

HISTORY: The City awarded the Road Resurfacing Improvements construction contract to Baldwin Paving, Inc. Additional road paving improvements were incorporated into the contract in Change Order No. 1. Construction is approximately 80% complete for the current contract. The City has identified additional work to incorporate into the contract.

FACTS AND ISSUES: This contract change order will incorporate road resurfacing improvements on the follow roads:

- A portion of Capitola Farm Road near the intersection with Scarlet Oak Way. Due to extensive fatigue/alligator cracking and rutting of the existing pavement, a deep patch will be performed to improve the overall pavement structure and prevent further damage.
- The proposed Railroad Avenue parking aisle which was incorporated into the contract in Change Order #1 will be expanded from 20’ to 30’ and parking spaces will be striped at a perpendicular angle. The number of parking spaces will increase to a total of 38 additional spaces on Railroad Ave.

Due to the additional scope of work, the contract period has been increased by 15 days, to a total of 135 days.

Funding was anticipated to be $2.6M for the entire paving project for FY25. This is within the budget. The funding is from SPLOST and the city’s Local Resources Fund.

Estimated Construction Costs:

Original Contract Amount:	$ 1,645,269.00
Contract Amount Including Change Order No. 1:	$ 2,235,859.73
Change Order No. 2 Amount:	$ 68,579.75
Contract Amount Including Change Order No. 2:	$ 2,304,439.48

OPTIONS: 1) Authorize Additional Road Paving Scope 2) Do Not Authorize Additional Road Paving Scope

RECOMMENDED SAMPLE MOTION: I make a motion to authorize change order #2 for Baldwin Paving, Inc. in the amount of $68,579.75 for additional paving improvements and allow for an additional 15 days of contract time

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

ESG ENGINEERING

CONTRACT CHANGE ORDER NO. 2

Project: Flowery Branch Resurfacing Improvements
Owner: City of Flowery Branch
Contractor: Baldwin Paving
Date: September 18, 2024

You are hereby requested to comply with the following changes from the contract plans and specifications:

CONTRACT AMOUNT

- Additional portions of roads to be resurfaced have been incorporated into the project and are reflected in the revised plan sheets (see attached):
  - A portion of Capitola Farm Road near the intersection with Scarlet Oak Way. Due to extensive fatigue/alligator cracking, a deep 5" mill and pavement patch will be performed to improve the overall pavement structure.
  - The proposed Railroad Avenue parking aisle which was incorporated into the contract in Change Order #1 will be expanded from 20' to 30' and parking spaces will be striped at a perpendicular angle.

The amount of the contract will *increase* by the amount of Sixty-Eight Thousand Five Hundred Seventy-Nine & 75/100 Dollars $ 68,579.75

The contract total including this and previous Change Orders will be: Two Million, Three Hundred and Four Thousand, Four Hundred Thirty-Nine and & 48/100 Dollars $ 2,304,439.48

See Attached Exhibit A for change order calculation.

CONTRACT PERIOD

Due to the additional scope of work, the contract period has been increased by 15 days, to a total of 135 days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

____________________ City of Flowery Branch — __________ (Date)

Recommended:

ESG Engineering, Inc. — 09/18/2024 (Date)

Accepted:

Baldwin Paving — 9/13/2024 (Date)

BASE BID						CHANGE ORDER #1 ADDITIONAL ROADS		CHANGE ORDER #2 CAPITOLA FARM RD & RAILROAD AVE PARKING EXTENSION		REVISED CONTRACT AMOUNT	
SECTION 100 - PAVING IMPROVEMENTS											
ITEM NO.	**BID QTY.**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**BID TOTAL PRICE**	**CHANGE ORDER #1 QTY**	**CHANGE ORDER #1 TOTAL PRICE**	**CHANGE ORDER #2 QTY**	**CHANGE ORDER #2 TOTAL PRICE**	**TOTAL QTY (INCLUDING CO #2)**	**TOTAL PRICE (INCLUDING CO #2)**
100	85,000	SY	Variable Depth Milling of Asphaltic Concrete Pavement	$ 2.45	$ 208,250.00	-9850.00	$ (24,132.50)	0.00	$ -	**75,150.00**	**$ 184,117.50**
101	200	TN	Recycled Asphalt Leveling Course	$ 155.00	$ 31,000.00	0.00	$ -	0.00	$ -	**200.00**	**$ 31,000.00**
102	1,300	TN	Asphaltic Concrete Open-Graded Interlayer (OGI)	$ 164.00	$ 213,200.00	0.00	$ -	0.00	$ -	**1,300.00**	**$ 213,200.00**
103	3,600	TN	9.5 mm "Type II" Asphalt Overlay	$ 84.00	$ 302,400.00	0.00	$ -	0.00	$ -	**3,600.00**	**$ 302,400.00**
104	3,500	TN	12.5 mm Asphalt Overlay	$ 127.50	$ 446,250.00	-860.00	$ (109,650.00)	0.00	$ -	**2,640.00**	**$ 336,600.00**
105	440	SY	Full-Depth Pavement Repair (incl. demo & removal of ex. pavement & subgrade, compaction, 8" GAB, 2.5" asphalt binder course, and 1.5" asphalt surface course	$ 209.75	$ 92,290.00	0.00	$ -	0.00	$ -	**440.00**	**$ 92,290.00**
106	6	EA	Remove & Replace Existing 6x40 Signal Loop	$ 2,000.00	$ 12,000.00	0.00	$ -	0.00	$ -	**6.00**	**$ 12,000.00**
107	5	EA	Remove & Replace Existing 6x6 Signal Setback Loop	$ 1,000.00	$ 5,000.00	0.00	$ -	0.00	$ -	**5.00**	**$ 5,000.00**
108	23	EA	Adjust Existing Valve Box to Final Grade	$ 1,350.50	$ 31,061.50	0.00	$ -	0.00	$ -	**23.00**	**$ 31,061.50**
109	5	EA	Adjust Existing Manhole/Structure Top to Final Grade	$ 4,919.00	$ 24,595.00	1.00	$ 4,919.00	0.00	$ -	**6.00**	**$ 29,514.00**
110	22,000	LF	Solid Traffic Stripe, 5" - Yellow High-Build Paint	$ 0.50	$ 11,000.00	-1500.00	$ (750.00)	215.00	$ 107.50	**20,715.00**	**$ 10,357.50**
111	23,000	LF	Solid Traffic Stripe, 5" - White High-Build Paint	$ 0.50	$ 11,500.00	-160.00	$ (80.00)	245.00	$ 122.50	**23,085.00**	**$ 11,542.50**
112	400	LF	Skip Traffic Stripe, 5" - Yellow High-Build Paint	$ 0.35	$ 140.00	-170.00	$ (59.50)	0.00	$ -	**230.00**	**$ 80.50**
113	10,500	LF	Skip Traffic Stripe, 5" - White High-Build Paint	$ 0.35	$ 3,675.00	-3160.00	$ (1,106.00)	0.00	$ -	**7,340.00**	**$ 2,569.00**
114	600	LF	Stop Bar, 24" - White High-Build Paint	$ 3.50	$ 2,100.00	600.00	$ 2,100.00	20.00	$ 70.00	**1,220.00**	**$ 4,270.00**
115	2,000	SY	Median Hatching - Yellow High-Build Paint	$ 3.50	$ 7,000.00	0.00	$ -	0.00	$ -	**2,000.00**	**$ 7,000.00**
116	500	SY	Median Hatching - White High-Build Paint	$ 3.50	$ 1,750.00	-50.00	$ (175.00)	0.00	$ -	**450.00**	**$ 1,575.00**
117	360	SY	Pedestrian Crosswalk, 8" - White High-Build Paint	$ 5.00	$ 1,800.00	27.00	$ 135.00	0.00	$ -	**387.00**	**$ 1,935.00**
118	6	EA	Pavement Marking Arrow, Type 1 - White High-Build Paint	$ 40.00	$ 240.00	0.00	$ -	0.00	$ -	**6.00**	**$ 240.00**
119	62	EA	Pavement Marking Arrow, Type 2 - White High-Build Paint	$ 40.00	$ 2,480.00	-10.00	$ (400.00)	0.00	$ -	**52.00**	**$ 2,080.00**
120	5	EA	Pavement Marking Arrow, Type 3 - White High-Build Paint	$ 50.00	$ 250.00	0.00	$ -	0.00	$ -	**5.00**	**$ 250.00**
121	10	EA	Pavement Marking Arrow, Type 7 - White High-Build Paint	$ 50.00	$ 500.00	0.00	$ -	0.00	$ -	**10.00**	**$ 500.00**
122	8	EA	Pavement "ONLY" Marking - White High-Build Paint	$ 50.00	$ 400.00	0.00	$ -	0.00	$ -	**8.00**	**$ 400.00**
123	1	LS	Shoulder Grading & Grassing	$ 27,330.00	$ 27,330.00	0.00	$ -	0.00	$ -	**1.00**	**$ 27,330.00**
CO1-1	0	CY	Import Fill	$ 70.00	$ -	373.00	$ 26,110.00	0.00	$ -	**373.00**	**$ 26,110.00**
CO1-2	0	SY	Variable Depth Milling of Asphaltic Concrete Pavement	$ 3.50	$ -	23093.00	$ 80,825.50	320.00	$ 1,120.00	**23,413.00**	**$ 81,945.50**
CO1-3	0	TN	Recycled Asphalt Leveling Course	$ 165.00	$ -	60.00	$ 9,900.00	0.00	$ -	**60.00**	**$ 9,900.00**
CO1-4	0	TN	12.5mm Asphalt Overlay	$ 133.75	$ -	2277.95	$ 304,675.48	91.00	$ 12,171.25	**2,368.95**	**$ 316,846.73**
CO1-5	0	SY	Full-Depth Pavement Repair (incl. demo & removal of ex. pavement & subgrade, compaction, 8" GAB, 2.5" asphalt binder course, and 1.5" asphalt surface course	$ 140.00	$ -	1120.00	$ 156,800.00	0.00	$ -	**1,120.00**	**$ 156,800.00**
CO1-6	0	EA	Adjust Existing Valve Box to Final Grade	$ 1,500.00	$ -	15.00	$ 22,500.00	0.00	$ -	**15.00**	**$ 22,500.00**
CO1-7	0	SY	Cut Ex GAB/Gravel, Install 4" GAB, Prime Coat, & Compact Subgrade	$ 75.00	$ -	760.00	$ 57,000.00	410.00	$ 30,750.00	**1,170.00**	**$ 87,750.00**
CO1-8	0	EA	Wheelstops	$ 270.75	$ -	25.00	$ 6,768.75	13.00	$ 3,519.75	**38.00**	**$ 10,288.50**
CO2-1	0	EA	Convert Ex. Junction Box to Grate Inlet	$ 4,677.00	$ -	0.00	$ -	1.00	$ 4,677.00	**1.00**	**$ 4,677.00**
CO2-2	0	TN	19mm Asphalt Binder Course	$ 220.00	$ -	0.00	$ -	50.00	$ 11,000.00	**50.00**	**$ 11,000.00**
SECTION 100 - PAVING IMPROVEMENTS SUBTOTAL:					**$ 1,436,211.50**		**$ 535,380.73**		**$ 63,538.00**		**$ 2,035,130.23**

SECTION 200 - GENERAL ITEMS											
200	1	LS	Traffic Control	$ 159,057.50	$ 159,057.50	0.35	$ 55,210.00	0.03	$ 5,041.75	**1.38**	**$ 219,309.25**
201	1	LS	Supplemental Work Allowance (SWA)	$ 50,000.00	$ 50,000.00	0	$ -	0.00	$ -	**1.00**	**$ 50,000.00**
SECTION 200 - GENERAL ITEMS SUBTOTAL:					**$ 209,057.50**		**$ 55,210.00**		**$ 5,041.75**		**$ 269,309.25**

TOTAL					**$ 1,645,269.00**		**$ 590,590.73**		**$ 68,579.75**		**$ 2,304,439.48**


Scarlet Oak Way
Capitola Farm Rd
Area to be Resurfaced
Capitola Farm Rd
Welcome Rd


Looking Southeast

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider the First Reading of Ordinance 721, An Amendment to the Insurer Licensing Fee.

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
The insurer licensing fee ordinance was last updated in 2022 and the fee increase took effect on January 1, 2023. An explanation from Gus Elliott at the Governor's Office of Planning and Budget in an email on August 30, 2024 explains the reason in the decrease in the fee. The changes in Flowery Branch's reported population numbers were due to fluctuations in the data released by the Census Bureau for the 2020 Census. As you're probably aware, the onset of the COVID-19 pandemic created a lot of challenges with the implementation of the 2020 Census. Additionally, the Census Bureau implemented some new statistical methodologies for the 2020 Census to improve individuals' privacy and avoid the disclosure of data that could be used to identify individuals through Census data products. Both of these things together created a lot of uncertainty, and therefore, larger up-and-down fluctuations in the Census Bureau's population numbers for the year 2020 than for the base years of past decennial Censuses. This appears to have been an across-the-board phenomenon, and was especially prevalent in the first few years of data products that produced the Census number for Flowery Branch.

FACTS AND ISSUES:
O.C.G.A. Sec. 33-8-8 permits Georgia municipalities to charge an annual flat fee to insurance companies transacting business within the municipal limits, the amount of which is determined by the population of each city. According to the revised Census figures received from the Georgia Insurance Department, the population of Flowery Branch was revised downward to 9,396. Accordingly, under the authorizing statute, the City is authorized to decrease its annual license fee to insurance companies from $75 to $50. For this fee decrease to take effect by January 1, 2025, the Cityâ€™s ordinance must be adopted prior to the end of this year.

OPTIONS:
Approve as presented with the $50.00 annual license fee.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve as presented.

SAMPLE MOTION:
I make a motion to approve the First Reading of Ordinance 721 amending the insurer licensing fee from

$75.00 to $50.00.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- 9.19.2024 Executive Summary Insurer Licensing Fee First Read.pdf
- 9.19.2024 Ordinance 721 Amending the insurer Licensing Fee.pdf
- GMA Letter - Revision of License Fee.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Amendment to the Insurer Licensing Fee Ordinance 721

DATE: August 7, 2024

BUDGET INFORMATION:
ANNUAL- N/A
CAPITAL- N/A

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: First Reading on September 19, 2024 and Second and Final Reading on October 3, 2024.

PURPOSE: To update the City's insurer licensing fee ordinance to adjust the fee based on the City's decrease in population.

HISTORY: The insurer licensing fee ordinance was last updated in 2022 with the fee increase taking effect on January 1, 2023.

FACTS AND ISSUES: O.C.G.A. Sec. 33-8-8 permits Georgia municipalities to charge an annual flat fee to insurance companies transacting business within the municipal limits, the amount of which is determined by the population of each city. According to the revised Census figures received from the Georgia Insurance Department, the population of Flowery Branch was revised downward to 9,396. Accordingly, under the authorizing statute, the City is authorized to decrease its annual license fee to insurance companies from $75 to $50. For this fee decrease to take effect by January 1, 2025, the City's ordinance must be adopted prior to the end of this year.

An explanation from Gus Elliott at the Governor's Office of Planning and Budget in an email on August 30, 2024 explains the reason in the decrease in the fee. The changes in Flowery Branch's reported population numbers were due to fluctuations in the data released by the Census Bureau for the 2020 Census. As you're probably aware, the onset of the COVID-19 pandemic created a lot of challenges with the implementation of the 2020 Census. Additionally, the Census Bureau implemented some new statistical methodologies for the 2020 Census to improve individuals' privacy and avoid the disclosure of data that could be used to identify individuals through Census data products. Both of these things together created a lot of uncertainty, and therefore, larger up-and-down fluctuations in the Census Bureau's population numbers for the year 2020 than for the base years of past decennial Censuses. This appears to have been an across-the-board phenomenon, and was especially prevalent in the first few years of data products that produced the Census number for Flowery Branch.

OPTIONS: Approve as presented with the $50 annual license fee

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RECOMMENDED SAMPLE MOTION: Motion to approve Ordinance No. 721 amending the insurer licensing fee from $75.00 to $50.00.

DEPARTMENT: Administration

Prepared by:

ATTACHMENTS: An Ordinance Amending Chapter 20 (Businesses), Article IV (Insurers) of the Code of the City of Flowery Branch, Georgia

First Reading: 09/19/2024
Second Reading/Adoption: 10/03/2024

ORDINANCE NO. 721

AN ORDINANCE AMENDING CHAPTER 20 (BUSINESSES), ARTICLE IV (INSURERS), OF THE CODE OF THE CITY OF FLOWERY BRANCH, GEORGIA TO IMPOSE LICENSE FEES AND GROSS PREMIUMS TAXES ON INSURERS; TO ESTABLISH A DUE DATE FOR LICENSE FEES; TO PROVIDE FOR ENFORCEMENT; TO DIRECT TRANSMITTAL OF THIS ORDINANCE TO THE GEORGIA INSURANCE COMMISSIONER; TO ESTABLISH AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch, Georgia is authorized by the Georgia Constitution, Art. 9, § 4, ¶ I(c); O.C.G.A. §33-8-8; O.C.G.A. § 33-8-8.1; O.C.G.A. § 33-8-8.2 and Section 6.5 of its Charter to impose taxation of insurance companies based on gross direct premiums received from insurance policies within the incorporated areas of the City of Flowery Branch, Georgia.

NOW THEREFORE the Council of the City of Flowery Branch hereby ordains as follows:

I. AMENDMENT TO CHAPTER 20 (BUSINESSES), ARTICLE IV (INSURERS).

Sections 20-114 through 20-147 of Chapter 20, Article IV of the Code of the City of Flowery Branch, Georgia, are deleted in their entirety and replaced with the following:

"ARTICLE IV. – INSURERS

Sec. 20-114. - License fees.

There is hereby levied for the year 2025 and for each year thereafter an annual license fee upon each insurer doing business within the city, in the amount of $50.00. For each separate business location in excess of one not covered by section 20-115 of this article, there is hereby levied a license fee in the amount of $50.00. For the purposes of this article, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 20-115. - License fees for insurers insuring certain risks at additional business locations.

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a license agent of an insurer for insurance said insurer shall pay an additional license fee of seventeen and 50/100 dollars ($17.50) per location for the year 2025 and for each year thereafter.

Sec. 20-116. - Gross premiums tax imposed on life insurers.

There is hereby levied for the year 2025 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 20-114 of this article.

Sec. 20-117. - Gross premiums tax, all other insurers.

There is hereby levied for the year 2025 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurance transacting business in the class of insurance designated in subsection 1 of O.C.G.A. § 33-3-5, doing business within the state in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 20-114 of this article.

Sec. 20-118. - Due date for license fees.

License fees imposed in sections 20-114 and 20-115 of this article shall be due and payable on the first day of 2025 and on the first date of each subsequent year.

Sec. 20-119. - Enforcement.

The fees and taxes levied by this article may be enforced by execution in the same manner as other taxes of the city. A violation of this article shall be grounds for refusing, or revoking a license, and the person responsible may be punished as for violations of other city ordinances.

Secs. 20-120—20-147. - Reserved."

II. ADMINISTRATIVE PROVISIONS

The city clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within forty-five (45) days of its adoption.

III. EFFECTIVE DATE

This ordinance shall become effective January 1, 2025.

IV. SEVERABILITY

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the city council of the City of Flowery Branch, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause of phrase were not original part of the ordinance.

V. REPEALER

Section 20-114 through Section 20-147 of Chapter 20, Article IV of the Code of the City of Flowery Branch, all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED this 3rd day of October 2024.

____

Edward R. Asbridge, Mayor

ATTEST:

____

Shelia R. Cooper, City Clerk

Approved as to form:

____

Ted C. Baggett, City Attorney

April 8, 2024

Patty Hurt, Accounts Receivable Clerk
City of Flowery Branch
P.O. Box 757
Flowery Branch, GA 30542-0013

Re: Revision of License Fee Ordinances – Insurance Companies

Dear Ms. Hurt:

We are providing this correspondence to inform you about the revised 2020 Census figures, which unfortunately require your city to decrease the amount of its municipal license fee charged to insurance companies.

As you know, O.C.G.A. Section 33-8-8 permits Georgia municipalities to charge an annual flat fee to insurance companies transacting business within the municipal limits, the amount of which is determined by the population of each city. According to the revised Census figures received from the Georgia Insurance Department in November 2023, the population of your city was revised downward to 9,396. Accordingly, under the authorizing statute, you are authorized to charge an annual license fee to insurance companies in the amount of $50.00, and your license ordinance should be changed to this new amount.

Once this change is made to your ordinance, for the change to be valid you must file the ordinance with the Insurance Commissioner's office ***within forty-five (45) days* of enactment by sending a copy to:**

Georgia Insurance Commissioner
Attention: Mandy Snipes, Director of Premium Tax
912 West Tower
Two Martin Luther King Jr. Drive
Atlanta, GA 30334

You should also forward to us a copy of the new ordinance at the address below:

Georgia Municipal Association
Municipal Revenue Services
2915 Piedmont Road, Suite E
Atlanta, GA 30305

For your convenience, we are enclosing a sample ordinance. If you have any questions, please contact Russell Winch with Municipal Revenue Services at 404-237-2280 or toll-free 888-255-0434, or me by phone at 678-686-6264 or by email at djenkins@gacities.com. We do recommend that you consult with your city attorney before amending the ordinance, to be sure that all legal requirements are met.

Thanks so much for allowing GMA to serve you!

Sincerely,

Darin Jenkins

Darin Jenkins
Director, Corporate Engagement

DJ/df
Enclosure

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-007, FY2024 Closure of Local Resources Fund Capital Projects

COUNCIL MEETING DATE: September 19, 2024

HISTORY:
Funds were appropriated in previous fiscal years, through the annual budget and various council resolutions for Local Resources Fund Capital Projects.

FACTS AND ISSUES:
As capital projects are completed, from time to time, funds remain unspent. In some cases, the funds remaining are classified as restricted assets and must be returned to its associated Fund. In this case, there are no funds remaining that are classified as restricted, but there are funds remaining to use for future allocation. The remaining funds will remain in the Local Resources Fund to be allocated to future projects.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion to approve the closed projects, leaving $7,456.73 in the Local Resources Fund to be allocated to future projects.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS
- Executive Summary - FY2024 Local Resources Fund Project Closures.pdf
- Resolution 24-007 FY2024 Closure of Local Resources Fund Capital Projects.pdf

- Fund 350 Project Closure summary.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: FY2024 Closure of Local Resources Fund Capital Projects

DATE: September 19,2024

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

( )RECOMMENDATION
( ) POLICY DISCUSSION
(X) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: Discussion Only

PURPOSE:

FY2024 Closure of Local Resources Fund Capital Projects

HISTORY:

Funds were appropriated in previous fiscal years, through the annual budget and various council resolutions for Local Resources Fund Capital Projects.

FACTS AND ISSUES:

As capital projects are completed, from time to time, funds remain unspent. In some cases, the funds remaining are classified as restricted assets and must be returned to its associated Fund. In this case, there are no funds remaining that are classified as restricted, but there are funds remaining to use for future allocation. The remaining funds will remain in the Local Resources Fund to be allocated to future projects.

OPTIONS:

N/A

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the closed projects, leaving $7,456.73 in the Local Resources Fund to be allocated to future projects.

DEPARTMENT: Administration

Prepared by: Matthew Hamby

RESOLUTION NO. 24-007

FY2024 CLOSURE OF LOCAL RESOURCES FUND CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Local Resources Fund Capital Projects; and

WHEREAS, the financial audit for fiscal year ended June 30, 2024, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of $7,456.73 available in closed project balances; and

WHEREAS, other project related needs remain throughout the City.

NOW, THEREFORE BE IT RESOLVED the governing body for the City of Flowery Branch, hereby recognized the closure of the listed projects and recaptures $7,456.73 as funds available for future appropriations by the governing body,
.

SO RESOLVED this 19th day of September, 2024.

Edward R. Asbridge, Mayor

ATTEST:

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

Ted Baggett, City Attorney

Attachment A
General Government Capital Projects
Closed Projects Status Report

Summary of Closed Project Balances FY24		
Project Description		Excess Funds
Utility Vehicle	$	3,817.00
4x4 Crew Cab Truck	$	2.90
Front End Loader	$	877.00
Planning Software	$	15.00
Axon Equipment	$	10.32
Police Utility Vehicle	$	2,412.00
Emergency Response Vehicle	$	322.51
Total Closed Project Balances	$	7,456.73
Closed Project Balances to be Returned to Other Funds:		
Total Returned Amount	$	-
Total Amount Available for Reappropriation	$	7,456.73