

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

1. Call to order.
2. Invocation and Pledge of Allegiance to the flag.
3. Adoption of the agenda.
4. Approval of the April 7, 2015 Regular Business Meeting minutes.
5. PUBLIC COMMENT: Citizens will be given a three (3)-minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Following thirty minutes of hearing from the public, the Board of Commissioners will allow the remainder of citizens who have signed up to be heard at the next Tuesday business meeting.
6. PROCLAMATION: "Clayton County Observes April 2015 as National Safe Digging Month". (Presented by Chairman Jeffrey E. Turner)
7. Consider requests of Debra Brewer, Director of Central Services. (NOTE: The entire Purchasing Ordinance for Clayton County, Georgia can be viewed on the MuniCode website. Citizens can access this website via the following website address: <http://library.municode.com/index.aspx?clientId=10562>.)

1) **Recommendation for Award: RFP PKG. #15-06 Special Local Option Sales Tax (SPLOST) Program Management Services for Clayton County Georgia.** (Moreland Altobelli Associates, Inc., located in Norcross, Georgia. Funding is available through the 2004, 2009 and 2015 SPLOST Funds). Per Section 2-136 (2) of the Clayton County Code of Ordinances, General Purchasing Methods; Clayton County utilizes the competitive sealed proposal method when the competitive sealed bid method is neither practical nor advantageous and when cost is not the primary consideration. The competitive sealed proposal method will be used when the costs of goods and services exceed \$25,000.00. All goods and services in the excess of \$25,000.00 are required to be purchased through the sealed proposal process, or negotiated by the Director of Central Services with full Board of Commissioners' approval. The Clayton County Board of Commissioners makes the final award for all non-budgeted proposals of \$35,000.00 and greater.

2) **Recommendation for Award: RFB PKG. #15-09 SPLOST Milling and Resurfacing of Various Streets in Commission Districts 1 & 2, Clayton County, Georgia, Transportation and Development Department.** (\$4,405,088.88 / C.W. Matthews Contracting Co., Inc., located in Marietta, Georgia. Funding is available through the Transportation and Development Department's SPLOST Fund FYE 2009). As requested by the

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

Transportation and Development Department. Per Section 2-136 (1) of the Clayton County Code of Ordinances, General Purchasing Methods; Clayton County utilizes the competitive sealed bid method when the costs of goods and services are in excess of \$25,000.00. The Clayton County Board of Commissioners has the final award approval for all non-budgeted bids \$35,000.00 and greater. All approved budgetary goods and services and annual contract purchases can be authorized by the Finance Director and purchased by the Director of Central Services without Board of Commissioners' approval.

3) **Recommendation for Award: RFB PKG. #15-10 SPLOST Milling and Resurfacing of Various Streets in Commission Districts 3 & 4, Clayton County, Georgia, Transportation and Development Department.** (\$4,335,414.51 / C.W. Matthews Contracting Co., Inc., located in Marietta, Georgia. Funding is available through the Transportation and Development Department's SPLOST Fund FYE 2009). As requested by the Transportation and Development Department. Per Section 2-136 (1) of the Clayton County Code of Ordinances, General Purchasing Methods; Clayton County utilizes the competitive sealed bid method when the costs of goods and services are in excess of \$25,000.00. The Clayton County Board of Commissioners has the final award approval for all non-budgeted bids \$35,000.00 and greater. All approved budgetary goods and services and annual contract purchases can be authorized by the Finance Director and purchased by the Director of Central Services without Board of Commissioners' approval.

4) **Recommendation to Amend: RFB PKG. #13-53 Relocation of Clark Howell Highway and Realignment of Forest Parkway, Clayton County, Georgia, Change Order Request, First Contract Amendment.** (\$187,191.61 / E.R. Snell Contractor, Inc., located in Snellville, Georgia. Funding is available through the 2004 SPLOST Funds). As requested by the Transportation and Development Department. Per Section 2-136 (1) of the Clayton County Code of Ordinances, General Purchasing Methods; Clayton County utilizes the competitive sealed bid method when the costs of goods and services are in excess of \$25,000.00. The Clayton County Board of Commissioners has the final award approval for all non-budgeted bids \$35,000.00 and greater. All approved budgetary goods and services and annual contract purchases can be authorized by the Finance Director and purchased by the Director of Central Services without Board of Commissioners' approval.

5) **Request a 61 Day Contract Extension, Third Amendment: RFP #09-28 In Home Services for the Aging, Annual Contract.** (May 1, 2015 thru June 30, 2015 / Southern HomeCare Services, Inc. d/b/a ResCare Home Care Inc., located in College Park, Georgia. Funding is available through the FYE 2015 Atlanta Regional Commission Grant). As requested by Senior Services Department. Per Section 2-136 (2) and (6) of the Clayton County Code of Ordinances, General Purchasing Methods; Clayton County utilizes the competitive sealed proposal method when the competitive sealed bid method is neither practical nor advantageous and when cost is not the primary consideration. The competitive sealed proposal method will

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

be used when the costs of goods and services exceed \$25,000.00. All goods and services in the excess of \$25,000.00 are required to be purchased through the sealed proposal process, or negotiated by the Director of Central Services with full Board of Commissioners' approval. The Clayton County Board of Commissioners makes the final award for all non-budgeted proposals of \$35,000.00 and greater. Per Section 2-136 (6) of the Clayton County Purchasing Ordinance, Clayton County has developed annual contracts for frequently used items and services. These contracts are a result of a sealed bid. The contract allows the county to order goods and services directly from the awarded suppliers through the use of an annual contract document.

6) **Recommendation for Renewal: RFP PKG. #12-30 Clayton County Brokerage Services for Voluntary Employee Benefits Annual Contract.** (Alexander & Company, located in Woodstock, Georgia. This renewal period is on a month to month basis beginning May 1, 2015). The Board of Commissioners approved this award on November 20, 2012. Per Section 2-136 (2) and (6) of the Clayton County Code of Ordinances; Clayton County utilizes the competitive sealed proposal method when the competitive sealed bid method is neither practical nor advantageous and when cost is not the primary consideration. The competitive sealed proposal method will be used when the costs of goods and services exceed \$25,000.00. All goods and services in the excess of \$25,000.00 are required to be purchased through the sealed proposal process, or negotiated by the Director of Central Services with full Board of Commissioners' approval. The Clayton County Board of Commissioners makes the final award for all non-budgeted proposals of \$35,000.00 and greater. Per Section 2-136 (6) of the Clayton County Purchasing Ordinance, Clayton County has developed annual contracts for frequently used items and services. These contracts are a result of a sealed bid. The contract allows the county to order goods and services directly from the awarded suppliers through the use of an annual contract document.

8. Consider the requests of Ramona Bivins, Chief Financial Officer.

1) Budget Amendment #2-27/Fire Department/FYE 6-30-15 – To amend the budget to recognize revenue received from Tensar to assist with facility upgrades, in the amount of \$4,000.

2) Budget Amendment #2-28/Prison/FYE 6-30-15 – To amend the budget to recognize revenue received from Beall's Communication to assist with boarding supplies, in the amount of \$9,063.

3) Budget Amendment #2-29/State Court Technology Fund/FYE 6-30-15 – To amend in the budget to revise the Traffic Court system and purchase software due to a statute change, in the amount of \$10,000.

4) Budget Amendment #2-30/Other General Government/FYE 6-30-15 – To amend

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

in revenue from additional Insurance Premium Taxes to replace the environmental control system for the Justice Complex, in the amount of \$414,364.

5) Budget Amendment #2-31/Prison/FYE 6-30-15 – To provide three replacement vehicles for the Clayton County Prison, in the amount of \$79,000.

6) Budget Amendment #2-32/Federal Narcotics Condemnation Fund/FYE 6-30-15 – To establish a budget from seized drug funds to purchase two used vehicles for the Sheriff’s Department, in the amount of \$13,500.

7) Budget Amendment #2-33/Other General Government/FYE 6-30-15 – To amend the budget to recognize rental income and miscellaneous revenue for a Community Improvement District, in the amount of \$50,000.

9. Consider the recommendation of Chief Operating Officer Alex Cohilas for the Director of Economic Development.

10. Ordinance 2015-92 - An Ordinance adopted under the Home Rule Powers granted to Clayton County pursuant to Article IX, Section II, Paragraph I of the Constitution of the State of Georgia of 1983, amending the Clayton County Code of Ordinances, specifically, relevant sections of the Clayton County, Georgia Public Employee Retirement System. **(First Read)**

Synopsis: *This Ordinance will amend and restate the Pension Plan primarily to amend the pension benefit formula and increase the level of funding for the Plan.*

11. Ordinance 2015-94 - An Ordinance to amend Code of Clayton County, Georgia, as amended, specifically Part II, Chapter 86 “Subdivisions”, Article II “Tree Protection”, so as to delete Section 86-60 in its entirety and replace with a new Section 86-60 to be entitled “Exemptions”, to include language exemption county trail and pathway projects.

Synopsis: *This Ordinance will amend the County’s Tree Protection Ordinance to exempt county initiated pathway/trail projects from compliance with the clearing and tree provisions of the Tree Ordinance.*

12. Ordinance 2015-95 - An Ordinance to amend Code of Clayton County, Georgia, as amended, specifically Part II “Administration”, Chapter 6 “Alcoholic Beverages”, Article 1 “In General”, Section 6-2 “Definitions” so as to delete the definition of “Restaurant” and replace with an updated definition, to include adjusted minimum seating requirements for serving alcoholic

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

beverages; Amend Section 6-5 “License Eligibility”, so as to delete Section 6-5 in its entirety and replace with a new Section 6-5 entitled “License Eligibility”, outlining modified license eligibility criteria.

Synopsis: *This Ordinance will amend the definition of restaurant in the Business License Ordinance to establish new requirements for restaurants that will serve beer, wine, and distilled spirits.*

13. Resolution 2015-96 - A Resolution authorizing Clayton County to enter into a Sponsor/Site Agreement with Girls First, Inc. providing for the terms and conditions under which the United States Department of Agriculture’s Summer Food Service Program will be administered through the Senior Services Department.

Synopsis: *This Resolution will allow the Senior Services Department to administer free breakfast and lunch to all Kinship Program Summer Camp participants at the Kinship Resource Center from June 1, 2015 through July 31, 2015.*

14. Resolution 2015-97 - A Resolution to allow the Oak Forest Neighborhood Watch-Sector 4 to host its 5th Anniversary Picnic at Clayton County International Park.

Synopsis: *This Resolution will allow Oak Forest Neighborhood Watch-Sector 4 to utilize the St. Vincent Pavilion at Clayton County International Park to fellowship and discuss neighborhood crime and prevention on May 16, 2015 from 10:00 a.m. to 8:00 p.m.*

15. Resolution 2015-98 - A Resolution to allow State Representative Ronnie Mabra to host a Town Hall Meeting at the South Clayton Recreation Center.

Synopsis: *This Resolution will allow State Representative Ronnie Mabra to utilize the South Clayton Recreation Center on April 27, 2015 from 6:00 p.m. to 7:30 p.m. to provide citizens with updates on the status of legislation affecting their district.*

16. Resolution 2015-99 - A Resolution authorizing Clayton County, on behalf of Clayton County Juvenile Court to apply for and, if awarded, accept the 2015 Juvenile Justice Incentive Program Enhancement Grant to enhance current court services for high-risk youth at risk for commitment.

Synopsis: *This Resolution will allow Clayton County Juvenile Court to apply for a grant amount*

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

up to \$750,000.00 for the purpose of paying for direct services for youth in the community in lieu of committing them to the Department of Juvenile Justice.

17. Resolution 2015-100 - A Resolution authorizing Clayton County to amend the Intergovernmental Agreement for the use and distribution of proceeds from the 2008 Special Purpose Local Option Sales Tax for Capital Outlay Projects.

Synopsis: *This Resolution will authorize the County to enter into an Intergovernmental Agreement pertaining to excess SPLOST funds and the administration of the SPLOST funds.*

18. Resolution 2015-101 - A Resolution authorizing Clayton County to amend the Intergovernmental Agreement for the Use and Distribution of the 2015 Special Purpose Local Option Sales Tax for Capital Outlay Projects.

Synopsis: *This Resolution will authorize the County to enter into an Intergovernmental Agreement pertaining to excess SPLOST funds and the administration of the SPLOST funds.*

19. Resolution 2015-102 - A Resolution authorizing Clayton County to enter into an Agreement with Forensic Photography, Inc. providing for the terms and conditions under which photography and related services will be provided.

Synopsis: *This Resolution will provide professional general and forensic photographic services to the Clayton County Board of Commissioners, District Attorney, Solicitor General, Sheriff, Police, and Fire and Emergency Management Services Departments.*

20. Resolution 2015-103 - A Resolution authorizing Clayton County to provide funds to Royal Phoenix Boulevard Property Owners Association, to provide assistance in the formation of the Airport South Community Improvement District as identified on the exhibits attached hereto.

Synopsis: *This Resolution will provide funding in the amount of \$50,000.00 for the purpose of providing assistance in the formation of the Airport South Community Development Improvement District.*

21. **Order for Remission-** State of Georgia vs. Isidoro Palaciosponce and AAA Team Bonding Company.

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

22. Appointment to the Mental Health, Developmental Disabilities, and Addictive Diseases Community Service Board to fill the unexpired term of Kysha McPherson and a new full term (*No longer a resident of Clayton County*). The term is for three years expiring on June 30, 2018. (Full-Board Appointment)
23. Appointment to the Mental Health, Developmental Disabilities, and Addictive Diseases Community Service Board to fill the unexpired term of Timothy Carter and a new full term (*Resigned*). The term is for three years expiring on June 30, 2018. (Full-Board Appointment)
24. Appointment to the Housing Authority Board to fill the expiring term of Curtis Green. The term is for five years expiring on May 11, 2020. (Full-Board Appointment) (*Held from April 7, 2015 Meeting*)

25. ZONING PETITION: **RJE INVESTMENT/RECZ-15/02-16**

The Applicant, RJE Investment, is requesting a rezoning from Article 3.31, Heavy Industrial District to Article 3.21 General Business District for property located 9434 S. Main St. in Jonesboro, GA and known as parcel number 06-032-033-009. The subject property is zoned Heavy Industrial, contains 3.46 +/- acres of land, currently occupied by three existing buildings with various commercial and industrial businesses.

Commission District # 4 – Commissioner Michael Edmondson

The Zoning Advisory Group Recommended APPROVAL w/condition

26. ZONING PETITION: **DEWBERRY – DANIEL GIBBS/MOD-15/01-4**

The Applicant, Dewberry – Daniel Gibbs, is requesting a modification to existing zoning conditions pursuant to Article 13.13 Modifications for property located on Grant Road in Ellenwood, GA and known as parcel number 12-214C-A002. The subject property is zoned Heavy Industrial, contains 9.842 +/- acres of vacant land.

Commission District # 1 – Commissioner Sonna Gregory

The Zoning Advisory Group Recommended APPROVAL

27. ZONING PETITION: **SKYVIEW MEDIA, INC./PUD-15/02-3**

The Applicant, Skyview Media, Inc. is requesting acceptance of the Conceptual Development Plan, the Detailed Development Plan, and an amendment to the official zoning map from Article

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

3.5 RS-180 Residential District to Article 7.2 Planned Unit Development for the construction of 93 single family lots located in existing residential subdivision, Phase II of the Lakes at Mundy's Mill, located off of Chappell Lane in Jonesboro, GA and otherwise known as parcel number 05-177-177-002. The subject property contains approximately 48 +/- acres of land.

Commission District # 3 – Commissioner Shana M. Rooks

The Zoning Advisory Group Recommended DENIAL

EXECUTIVE SESSION –

28. Consider any action(s) necessary based on decision(s) made in the Executive Session.

CLAYTON COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting
7:00 P.M.

April 21, 2015

A G E N D A

FINANCE SUPPORTING DOCUMENTATION
BEGINS ON NEXT PAGE

**CLAYTON COUNTY
INTER - OFFICE MEMO**

2-27

DATE: April 2, 2015
TO: Board of Commissioners
FROM: Ramona Thurman Bivins, Chief Financial Officer

SUBJECT: Request for Budget Amendment - Fire Department

I do hereby request and submit the following budget amendment to be approved for FYE 6-30-15:

INCREASE REVENUE:

| | | | |
|-----------------------|---------------|----|-------|
| Miscellaneous Revenue | 201-3901-3720 | \$ | 4,000 |
|-----------------------|---------------|----|-------|

INCREASE EXPENSE:

| | | | |
|-------------------|---------------------|----|-------|
| R & M - Buildings | 201-3901-4815-41066 | \$ | 4,000 |
|-------------------|---------------------|----|-------|

Reason: To amend the budget to recognize revenue received from Tensar to assist with facility upgrades.

TO:
Ramona Thurman Bivins, Chief Financial Officer

According to the Statement of Policy, the above listed amendment has been approved.

Date

Sandra Davis, Clerk of Commission

sl

**CLAYTON COUNTY
INTER - OFFICE MEMO**

2-28

DATE: April 8, 2015
TO: Board of Commissioners
FROM: Ramona Thurman Bivins, Chief Financial Officer
SUBJECT: Request for Budget Amendment - Prison

I do hereby request and submit the following budget amendment to be approved for FYE 6-30-15:

INCREASE REVENUE:

| | | | |
|-----------------------------|---------------|----|-------|
| Telephone Commission Income | 101-2751-3330 | \$ | 9,063 |
|-----------------------------|---------------|----|-------|

INCREASE EXPENSE:

| | | | |
|-------------------|---------------|----|-------|
| Boarding Supplies | 101-2751-4300 | \$ | 9,063 |
|-------------------|---------------|----|-------|

Reason: To amend the budget to recognize revenue received from Beall's Communication to assist with boarding supplies.

TO:
Ramona Thurman Bivins, Chief Financial Officer

According to the Statement of Policy, the above listed amendment has been approved.

Date

Sandra Davis, Clerk of Commission

sl

**CLAYTON COUNTY
INTER - OFFICE MEMO**

2-29

DATE: April 9, 2015
TO: Board of Commissioners
FROM: Ramona Thurman Bivins, Chief Financial Officer

SUBJECT: Request for Budget Amendment - State Court Technology Fund

I do hereby request and submit the following budget amendment to be approved for FYE 6-30-15:

INCREASE REVENUE:

| | | | |
|--|---------------|----|--------|
| Technology Fund Appropriations from Fund Balance | 275-2101-7000 | \$ | 10,000 |
|--|---------------|----|--------|

INCREASE EXPENSE:

| | | | |
|-----------------------------|---------------|----|--------------|
| Other Contract Service Fees | 275-2101-4140 | \$ | 8,000 |
| Computer Supplies | 275-2101-4310 | | <u>2,000</u> |
| | | \$ | 10,000 |

Reason: To amend in the budget to revise the Traffic Court system and purchase software due to a statute change.

TO:
Ramona Thurman Bivins, Chief Financial Officer

According to the Statement of Policy, the above listed amendment has been approved.

Date

Sandra Davis, Clerk of Commission

**CLAYTON COUNTY
INTER - OFFICE MEMO**

2-30

DATE: April 15, 2015

TO: Board of Commissioners

FROM: Ramona Thurman Bivins, Chief Financial Officer

SUBJECT: Request for Budget Amendment - Other General Government

I do hereby request and submit the following budget amendment to be approved for FYE 6-30-15:

INCREASE REVENUE:

| | | | |
|-------------------------|---------------|----|---------|
| Insurance Premium Taxes | 101-1801-3004 | \$ | 414,364 |
|-------------------------|---------------|----|---------|

INCREASE EXPENSE:

| | | | |
|----------------------------|---------------|----|---------|
| Buildings and Improvements | 101-6501-6010 | \$ | 414,364 |
|----------------------------|---------------|----|---------|

Reason: To amend in revenue from additional Insurance Premium Taxes to replace the environmental control system for the Justice Complex.

Ramona Thurman Bivins, Chief Financial Officer

TO:

According to the Statement of Policy, the above listed amendment has been approved.

Date

Sandra Davis, Clerk of Commission

dj



Trane Controls Proposal



Controls Proposal For:

Les Markland
Darrell Bruce
Clayton County

Local Trane Office:

Trane U.S. Inc.
4000 DEKALB TECHNOLOGY PARKWAY
SUITE 100
Doraville, GA 30340

Local Trane Representative:

Doug Saive
Account Manager
Cell:
Office: (404) 321-7500

Proposal ID:

Date: March 23, 2015



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Clayton County reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Clayton County to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits Clayton County should expect from this project are highlighted below.

- Lower operating costs due to better and more reliable control
- Energy savings with tuned control system
- Open protocol LON based system
- Remote access via internal LAN
- User friendly screens and menus
- Local Trane support

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$. This investment will provide Clayton County with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Clayton County for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Doug Saive/ Mike Muglia
Account Managers, Trane U.S. Inc.



Prepared For: Les Markland

Date:
March 23, 2015

Job Name:
Clayton County Justice Ctr Controls

Proposal Number:

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work Pricing and Acceptance

36 total VAV Air Handlers

1. Replace all existing Mixed Air, discharge air and Return Air sensors
2. Replace all zone sensors
3. Reuse all other parts existing on AHU
4. Provide speed control, status and alarming of existing VFD
5. Dispose of all removed parts
6. Provide all necessary DDC controllers, transmitters, zone sensors, thermostats and relays, utilize MP581 programmable controllers
7. Furnish and install all power and control wiring as required to provide full DDC control
8. Program control sequencing to properly control air handlers
9. Furnish and install wiring, terminations and devices for interlock of smoke detection and fire alarm system device to AHU for local shutdown
10. Startup and Commission Air Handler with full DDC control
11. Provide on graphics

123 Total PIU's and 49 total VAV's

1. Remove existing controller and replace with new Trane VV551 controller
2. Remove existing zone thermostat, replace with Trane stat
3. Install new box CFM transducer for flow reading and cfm control
4. Wire and control box water/electric heater via new 551 controller
5. Program new controller for proper operations
6. Provide on graphics



12 Total Housing Units AHU's with ERV – Constant Volume Units

1. Replace all existing, Mixed Air, discharge air and Return Air sensors
2. Replace all zone sensors
3. Reuse all other parts existing on AHU
4. Provide speed control, status and alarming of existing VFD
5. Dispose of all removed parts
6. Provide all necessary DDC controllers, transmitters, zone sensors, thermostats and relays, utilize **UUKL Listed** MP581 programmable controllers for smoke control and purge functions.
7. Furnish and install all power and control wiring as required to provide full DDC control
8. Program control sequencing to properly control air handlers
9. Furnish and install wiring, terminations and devices for interlock of smoke detection and fire alarm system device to AHU for local shutdown
10. Startup and Commission Air Handler with full DDC control
11. Provide on graphics

19 Total Fan Coil Units

1. Replace all existing, Mixed Air, discharge air and Return Air sensors
2. Replace all zone sensors
3. Reuse all other existing parts on FCU's
4. Dispose of all removed parts
5. Provide all necessary DDC controllers, transmitters, zone sensors, thermostats and relays, utilize **ZN521** programmable controllers
6. Program control sequencing to properly control air handlers
7. Furnish and install wiring, terminations and devices for interlock of smoke detection and fire alarm system device to AHU for local shutdown
8. Startup and Commission Air Handler with full DDC control
9. Provide on graphics

6 Total Supply Air Fans for Mechanical Room Fresh Air Intake

1. Provide start/stop/status of fan
2. Program and install on graphics



33 Total Exhaust and Relief fans- 21 in Sheriffs , 12 in Court Bldg

1. Provide start/stop/status control
2. Program and install on graphics

2 Law Library Package Rooftop Units

1. Replace all existing, Mixed Air, discharge air and Return Air sensors
2. Replace all zone sensors
3. Reuse all other existing parts on RTU's
4. Dispose of all removed parts
5. Provide all necessary DDC controllers, transmitters, zone sensors, thermostats and relays, utilize **ZN517** programmable controllers
6. Program control sequencing to properly control air handlers
7. Furnish and install wiring, terminations and devices for interlock of smoke detection and fire alarm system device to AHU for local shutdown
8. Startup and Commission
9. Provide on graphics

26 Total Smoke Purge Fans in Housing Unit

1. Install **UUKL Listed** MP581 controller for programming and control
2. Provide start/ stop/ status of fans
3. Program and install on graphics



Main Chiller Plant

1. Remove the existing Trane BMTW BCU and Install new Trane BMTX BCU controller
2. Provide and install a 2nd Trane BMTX BCU for programming and control of all new controllers
Location to be determined.
3. Provide and install all necessary modules, sensors and controllers to control the Chiller Plant.

Specifically:

- A. Both Trane Chillers
- B. 2 Tower pumps, tower fans and VFD's
- C. 2 Chiller water Pumps and their VFD's
- D. 2 Dual temp Pumps
- E. 2 Boiler Pumps
- F. 3 Plate and frame Heat Exchangers
- G. All isolation Valves
- H. Dual Temp system, pumps, H/X and all valves
- I. Boiler Plant- which includes the 5 Modular boilers and the one water tube boiler.
- J. Re programming for the 'Variable primary flow ' sequence currently in place
- K. Full graphics of plant

Tracer Summit and Workstation

1. Provide one new copy of Tracer Summit V17.xx
2. Provide new Dell Workstation computer and monitor for customer access
3. Provide 8 hrs customer training
4. Provide all backups and documentation

Juvenile Justice Bldg Connection

1. The Delta System Mgr will be connected to the same network as the new BCU's
2. Customers IT dept must setup this network and gateway on their internal LAN for this to be viewed from the new front end workstation. Trane will work with customers IT personnel to accomplish this.

General work scope

1. Provide project management and project engineering work scope
2. Provide Controls Drawings, Material, Installation, Programming, Trane Standard Start-Up and Commissioning of all components added to the Trane Tracer Summit BAS system



Clarifications and Notes

1. *Re-insulate piping where removed as part of this scope of work*
2. *Trane to be provided reasonable access to facilities personnel during performance of work for ingress and egress from building.*
3. *Repair or replacement of existing mechanical equipment or control devices other than those specifically listed above is not included in this proposal.*
4. *No lift equipment is provided in this proposal, if needed Trane will quote at additional charge*
5. *Labor or Materials not specifically listed in the above scope of work is excluded*
6. *Cost for additional LEED/Third Party/Non-Standard Trane commissioning hours over the above scope will incur additional costs to be added to this proposal.*
7. *All cabling to be installed in conduit where exposed and plenum rated in other areas.*
8. *Installation is based on normal working hours.*
9. *Warranty apply to all NEW parts & labor only.*
10. *Test and Balance (TAB) work scope not included.*
11. *Trane assumes all existing units, controllers, dampers, actuators, valves, wiring and all end devices are working and in good condition. Trane is not responsible for existing non communicating devices, existing equipment defects, communications link, wiring, or network defects and/or existing programs functionality. All end-device equipment repairs shall be the responsibility of the owner. If Trane finds any problems we will notify the owner of defects, and provide the necessary quote for repairs.*
12. *In reviewing Clayton County Justice Bldg's chilled water and hot water systems, Trane has noticed that these systems are not flow balanced for efficient chilled water and hot water plant operations. The VFD's on the chilled water and hot water are running out of design, and the water pressures are out of spec. Trane highly recommends rebalancing these 2 systems at the conclusion of this controls upgrade project to get the best efficiency out of both the chilled water and hot water plant systems. This testing and balancing is NOT part of this proposal, Trane can provide a price to balance these systems. Trane is in no way responsible for any water flow issues due to this condition.*
13. **Note:** *There will be 2 separate control systems in place during this upgrade. There may be times where some areas will not be accessible or viewable from the front end for a short time, so that Trane can get communications restored during the controller upgrades. Trane will do it's best to maintain communications, but with the size and scope of the job, this will not be possible at all times.*
14. **Note:** *All smoke purge fans will be incorporated into the new MP581 UUKL controllers, these fans will be operated exactly the same as existing. Trane is not responsible for any NFPA/Local code upgrades necessary or mandatory due to this control upgrade. Trane can provide a quote if necessary.*



Price

Total Net Price (*Excluding Sales Tax*).....\$414,364.00

Financial items not included

- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated or Consequential Damages
- Demurrage or Storage Charges

Respectfully submitted,

Doug Saive
 Account Manager
 Trane U.S. Inc.
 (404) 321-7500

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

| | |
|----------------------------|---|
| Submitted By: Doug Saive | Cell: 404-217-6957 Office: (404) 321-7500 Proposal Date: March 23, 2015 |
| CUSTOMER ACCEPTANCE | TRANE ACCEPTANCE Trane U.S. Inc. |
| Authorized Representative | Authorized Representative |
| Printed Name | Printed Name |
| Title | Title |
| Purchase Order | Signature Date |
| Acceptance Date: | License Number: |



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.



13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

| | |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability | \$2,000,000 CSL |
| Workers Compensation | Statutory Limits |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.



21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0614)
Supersedes 1-26.251-10(1213)

**CLAYTON COUNTY
INTER - OFFICE MEMO**

2-31

DATE: April 15, 2015
TO: Board of Commissioners
FROM: Ramona Thurman Bivins, Chief Financial Officer
SUBJECT: Request for Budget Amendment - Prison

I do hereby request and submit the following budget amendment to be approved for FYE 6-30-15:

INCREASE EXPENSE;

| | | | |
|------------------|---------------|----|--------|
| Autos and Trucks | 101-2751-6020 | \$ | 79,000 |
|------------------|---------------|----|--------|

DECREASE EXPENSE:

| | | | |
|------------------|---------------|----|--------|
| Autos and Trucks | 101-6501-6020 | \$ | 79,000 |
|------------------|---------------|----|--------|

Reason: To provide three replacement vehicles for the Clayton County Prison.

TO:
Ramona Thurman Bivins, Chief Financial Officer

According to the Statement of Policy, the above listed amendment has been approved.

Date

Sandra Davis, Clerk of Commission

dj

**AKINS FORD DODGE JEEP CHRYSLER GOVERNMENT SALES
ROZ ICENHOUR**

220 W MAY STREET, WINDER GA 30680
770.868.5271 800.282.7872

FAX 770.307.1952

RICENHOUR@AKINSONLINE.COM

Warden Nelson

Clayton County Prison

678-898-1878

2015 DODGE CHARGER PURSUIT VEHICLE

3.6L V6 292 HP
5.7L V8 370 HP

Base Price

23851.90

24286.75

Discount Net 20

715.55

728.60

| EQUIPMENT INCLUDED IN BASE PRICE | | OPTIONS | PRICE | CODE |
|---|-------------------------------------|----------------------------------|-------------|------|
| FEATURES NEW FOR 2015 IN BOLD PRINT | | | | |
| 5 SPEED AUTOMATIC TRANSMISSION W/AUTOSTICK | | SPARE TIRE RELOCATION BRACKET | \$ 225.00 | TBH |
| REAR WHEEL DRIVE | | DELETE SPARE TIRE | \$ (89.00) | TBF |
| ELECTRONIC STABILITY CONTROL | | TRUNK COVER (Flat Trunk Surface) | \$ 209.00 | DLR |
| POLICE ABS 4-WHEEL HD DISC BRAKES | | DRIVERS SPOT LAMP - HALOGEN | \$ 189.00 | LNH |
| P225/60R18 BSW PERFORMANCE TIRES | | DRIVERS SPOT LAMP - LED | \$ 324.00 | LNH |
| FULL SIZE SPARE TIRE | | CARPET FLOORING W/FLOOR MATS | \$ 113.00 | CKJ |
| 6-WAY POWER DRIVER'S SEAT | | ENTIRE FLEET KEYED ALIKE | \$ 127.00 | GXA |
| POWER DOOR LOCKS/POWER WINDOWS | | POWER HEATED MIRRORS | \$ 54.00 | GUK |
| BRIGHT HUB CAPS | | STREET APPEARANCE GROUP** | \$ 337.00 | AEB |
| AM/FM VOICE COMMAND W/BLUETOOTH | | CLOTH FRONT / VINYL REAR BENCH | \$ 108.00 | X5DV |
| REAR VIEW MIRROR W/MICROPHONE | | FULL SIZE WHEEL COVERS | \$ 36.00 | W8A |
| BLACK VINYL FLOOR COVERING | | TWO TONE PAINT | \$ 900.00 | DLR |
| CLOTH BUCKET FRONT/CLOTH BENCH REAR | | CONVENIENCE GROUP** | \$ 432.00 | AHM |
| 2.62 REAR AXLE RATIO | | INOP RR LOCK/WINDOW/HANDLE(S) | \$ 68.00 | CW6 |
| SPEED CONTROL/TILT TELESCOPE STEERING WHEEL | | FLEET PARK ASSIST GROUP | \$ 315.00 | AAJ |
| AIR CONDITIONING | | FRONT READING/MAP LIGHTS | \$ 38.00 | AJK |
| REMOTE PROXIMITY KEYLESS ENTRY | | ALL WHEEL DRIVE (5.7L V8) | \$ 1,398.00 | E48 |
| RED/WHITE CENTER DOME LIGHT | | EQUIPMENT PACKAGE 769.00 | | |
| SENTRY KEY THEFT DETERRENT SYSTEM | | DELIVERY | | |
| EXTERIOR COLORS | | TOTAL PRICE 24620.90 | | |
| PSC BILLET SILVER | <input type="checkbox"/> | *STREET APPEARANCE GROUP: | | |
| PX8 PITCH BLACK | <input checked="" type="checkbox"/> | FULL LENGTH FLOOR CONSOLE | | |
| PAU GRANITE CRYSTAL | <input type="checkbox"/> | ILLUMINATED FRONT CUPHOLDERS | | |
| PW7 BRIGHT WHITE | <input type="checkbox"/> | CHROME GRILLE | | |
| PBX JAZZ BLUE | <input type="checkbox"/> | FOG LAMPS | | |
| PS2 BRIGHT SILVER | <input type="checkbox"/> | POWER HEATED MIRRORS | | |
| PWL WHITE GOLD | <input type="checkbox"/> | FULL SIZE WHEEL COVERS | | |
| PB5 ELECTRIC BLUE | <input type="checkbox"/> | REAR STABILIZER BAR | | |
| PB8 MIDNIGHT BLUE | <input type="checkbox"/> | CARPET FLOOR COVERING W/MATS | | |
| P76 SHERIFF'S TAN | <input type="checkbox"/> | FRONT READING/MAP LAMPS | | |
| PRY REDLINE 3 COAT | <input type="checkbox"/> | | | |
| P79 MICHIGAN BLUE | <input type="checkbox"/> | | | |

***CONVENIENCE GROUP:**

POWER DRIVER AND PASSENGER 4-WAY LUMBAR ADJUST
POWER DRIVER AND PASSENGER SEAT
POWER ADJUSTABLE PEDALS

AKINS FORD DODGE JEEP CHRYSLER GOVERNMENT SALES

ROZ ICENHOUR

220 W MAY STREET, WINDER GA 30680

770.868.5271 800.282.7872

FAX 770.307.1952

RICENHOUR@AKINSONLINE.COM

Deputy Warden Holsey

Clayton County Prison

678-898-1880

2015 DODGE CHARGER PURSUIT VEHICLE

3.6L V6 292 HP

5.7L V8 370 HP

Base Price

23851.90

24286.75

Discount Net 20

715.55

728.60

| EQUIPMENT INCLUDED IN BASE PRICE | | OPTIONS | PRICE | CODE |
|---|-------------------------------------|----------------------------------|---|------|
| FEATURES NEW FOR 2015 IN BOLD PRINT | | | | |
| 5 SPEED AUTOMATIC TRANSMISSION W/AUTOSTICK | | SPARE TIRE RELOCATION BRACKET | \$ 225.00 | TBH |
| REAR WHEEL DRIVE | | DELETE SPARE TIRE | \$ (89.00) | TBF |
| ELECTRONIC STABILITY CONTROL | | TRUNK COVER (Flat Trunk Surface) | \$ 209.00 | DLR |
| POLICE ABS 4-WHEEL HD DISC BRAKES | | DRIVERS SPOT LAMP - HALOGEN | \$ 189.00 | LNF |
| P225/60R18 BSW PERFORMANCE TIRES | | DRIVERS SPOT LAMP - LED | \$ 324.00 | LNX |
| FULL SIZE SPARE TIRE | | CARPET FLOORING W/FLOOR MATS | \$ 113.00 | CKJ |
| 6-WAY POWER DRIVER'S SEAT | | ENTIRE FLEET KEYED ALIKE | \$ 127.00 | GXA |
| POWER DOOR LOCKS/POWER WINDOWS | | POWER HEATED MIRRORS | \$ 54.00 | GUK |
| BRIGHT HUB CAPS | | STREET APPEARANCE GROUP** | <input checked="" type="checkbox"/> \$ 337.00 | AEB |
| AM/FM VOICE COMMAND W/BLUETOOTH | | CLOTH FRONT / VINYL REAR BENCH | \$ 108.00 | X5DV |
| REAR VIEW MIRROR W/MICROPHONE | | FULL SIZE WHEEL COVERS | \$ 36.00 | W8A |
| BLACK VINYL FLOOR COVERING | | TWO TONE PAINT | \$ 900.00 | DLR |
| CLOTH BUCKET FRONT/CLOTH BENCH REAR | | CONVENIENCE GROUP** | <input checked="" type="checkbox"/> \$ 432.00 | AHM |
| 2.62 REAR AXLE RATIO | | INOP RR LOCK/WINDOW/HANDLE(S) | \$ 68.00 | CW6 |
| SPEED CONTROL/TILT TELESCOPE STEERING WHEEL | | FLEET PARK ASSIST GROUP | \$ 315.00 | AAJ |
| AIR CONDITIONING | | FRONT READING/MAP LIGHTS | \$ 38.00 | AJK |
| REMOTE PROXIMITY KEYLESS ENTRY | | ALL WHEEL DRIVE (5.7L V8) | <input checked="" type="checkbox"/> \$ 1,398.00 | E48 |
| RED/WHITE CENTER DOME LIGHT | | EQUIPMENT PACKAGE | 2167.00 | |
| SENTRY KEY THEFT DETERRENT SYSTEM | | DELIVERY | | |
| EXTERIOR COLORS | | TOTAL PRICE | 26,453.75 | |
| PSC BILLET SILVER | <input type="checkbox"/> | *STREET APPEARANCE GROUP: | | |
| PX8 PITCH BLACK | <input checked="" type="checkbox"/> | FULL LENGTH FLOOR CONSOLE | | |
| PAU GRANITE CRYSTAL | <input type="checkbox"/> | ILLUMINATED FRONT CUPHOLDERS | | |
| PW7 BRIGHT WHITE | <input type="checkbox"/> | CHROME GRILLE | | |
| PBX JAZZ BLUE | <input type="checkbox"/> | FOG LAMPS | | |
| PS2 BRIGHT SILVER | <input type="checkbox"/> | POWER HEATED MIRRORS | | |
| PWL WHITE GOLD | <input type="checkbox"/> | FULL SIZE WHEEL COVERS | | |
| PB5 ELECTRIC BLUE | <input type="checkbox"/> | REAR STABILIZER BAR | | |
| PB8 MIDNIGHT BLUE | <input type="checkbox"/> | CARPET FLOOR COVERING W/MATS | | |
| P76 SHERIFF'S TAN | <input type="checkbox"/> | FRONT READING/MAP LAMPS | | |
| PRY REDLINE 3 COAT | <input type="checkbox"/> | | | |
| P79 MICHIGAN BLUE | <input type="checkbox"/> | | | |

***CONVENIENCE GROUP:**

POWER DRIVER AND PASSENGER 4-WAY LUMBAR ADJUST

POWER DRIVER AND PASSENGER SEAT

POWER ADJUSTABLE PEDALS

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

**2016 Ford Explorer
Mid-size SUV 4x2**

Base Price \$24,545.00

SWC #99999-SPD-ES40199373-002

**Equipment included in
Base price**

3.5L V6 Engine
6 Speed Automatic Transmission
Power Steering
Tilt / Cruise
Power ABS Brakes
Aluminum Wheels
Power Windows / Locks / Mirrors
AM-FM-CD Radio
Ford SYNC (bluetooth)
Factory AC
Rear View Camera
Mini Spare Tire
Carpet with Mats
Cloth Bucket Seats Front
2nd & 3rd Row folding split seat
Rear Window Defroster
Keyless Remotes (2)
Power driver seat
Privacy glass
Roll stability control

Colors Available

| | Exterior | Interior |
|----|------------------------|-----------|
| G1 | Shadow Black | Lt. Camel |
| N1 | Blue Jeans | Lt. Camel |
| UX | Ingot Silver | Lt. Camel |
| YZ | Oxford White | Lt. Camel |
| J7 | Magnetic (XLT only) | |
| HN | Guard (XLT only) | |
| H5 | Caribou (XLT only) | |
| H9 | Bronze Fire (XLT only) | |

FOB Allan Vigil Ford
Delivery \$1.50 per mile, \$76 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Options

| | Price | Code |
|----------------------------|----------|---|
| 2.3L Eco Boost I4 Engine | 994.00 | 99H/446 |
| 4 x 4 Drivetrain | 2,084.00 | <input checked="" type="checkbox"/> K8B |
| Daytime Running Lights | 41.00 | 942 |
| All Weather Floor Mats | 78.00 | 16N |
| Rear Bumper Protector | 75.00 | 60V |
| Cargo Shade | 125.00 | 60T |
| Roof Rack Crossbars | 135.00 | 50N |
| Splash Guards | 202.00 | 50M |
| Trailer Tow Pkg (4X4 only) | 502.00 | <input checked="" type="checkbox"/> 52T |
| Sirius Radio | 185.00 | 582 |
| Rear cargo well protector | 90.00 | 85W |

XLT FWD upgrade (Push Button Start, reverse sensing, Fog Lights, Door Keypad) 2,695.00 K7D

XLT 4WD upgrade 4,729.00 K8D

XLT Driver pkg (requires XLT upgrade) Upgraded SYNC, remote start, climate control 1,389.00 201A

Navigation System (requires XLT upgrade and XLT Driver pkg) 704.00 61N

Power liftgate (requires XLT upgrade and XLT Driver pkg) 438.00 18P

XLT Interior: Camel or Black 8L/8W

Ruby Red Exterior (All models) 385.00 RR

Optional equipment total \$ 2,566.00
Other vendor added equipment

Delivery

Total \$27,111.00

Contact person Margaret Amsy

Department Clayton Co. Prison

Phone Number 678-898-1882

Fax number 770-473-5783

Mar-15

**CLAYTON COUNTY
INTER - OFFICE MEMO**

2-32

DATE: April 15, 2015

TO: Board of Commissioners

FROM: Ramona Thurman Bivins, Chief Financial Officer

SUBJECT: Request for Budget Amendment - Federal Narcotics Condemnation Fund

I do hereby request and submit the following budget amendment to be approved for FYE 6-30-15:

INCREASE REVENUE:

| | | | |
|----------------------------------|---------------|----|--------|
| State/CT Condemned Shared Monies | 220-2801-3420 | \$ | 13,500 |
|----------------------------------|---------------|----|--------|

INCREASE EXPENSE:

| | | | |
|----------------|---------------|----|--------|
| Autos & Trucks | 220-2801-6020 | \$ | 13,500 |
|----------------|---------------|----|--------|

Reason: To establish a budget from seized drug funds to purchase two used vehicles for the Sheriff's Department.

Ramona Thurman Bivins, Chief Financial Officer

TO:

According to the Statement of Policy, the above listed amendment has been approved.

Date

Sandra Davis, Clerk of Commission

sl

**CLAYTON COUNTY
INTER - OFFICE MEMO**

2-33

DATE: April 15, 2015

TO: Board of Commissioners

FROM: Ramona Thurman Bivins, Chief Financial Officer

SUBJECT: Request for Budget Amendment - Other General Government

I do hereby request and submit the following budget amendment to be approved for FYE 6-30-15:

INCREASE REVENUE:

| | | | |
|-----------------------|---------------------|----|---------------|
| Miscellaneous Revenue | 101-6501-3720-8C013 | \$ | 23,877 |
| Rental Income | 101-6501-3323-8C014 | | 26,123 |
| | | \$ | <u>50,000</u> |

INCREASE EXPENSE:

| | | | |
|-----------------------------|---------------------|----|--------|
| Other Contract Service Fees | 101-6501-4140-8C013 | \$ | 50,000 |
|-----------------------------|---------------------|----|--------|

Reason: To amend the budget to recognize rental income and miscellaneous revenue for a Community Improvement District.

TO:
Ramona Thurman Bivins, Chief Financial Officer

According to the Statement of Policy, the above listed amendment has been approved.

Date

Sandra Davis, Clerk of Commission

dj