BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman Randy Ognio, Vice Chairman Steve Brown Charles W. Oddo Charles D. Rousseau

FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator Dennis A. Davenport, County Attorney Tameca P. White, County Clerk Marlena Edwards, Deputy County Clerk

> 140 Stonewall Avenue West Public Meeting Room Fayetteville, GA 30214



AGENDA

November 8, 2018 2:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 6:30 p.m.

Call to Order Invocation and Pledge of Allegiance by Commissioner Charles Rousseau Acceptance of Agenda

PROCLAMATION/RECOGNITION:

- 1. Proclamation recognizing the Peachtree City Rowing Club for winning gold medals at the national competitions. (pages 4-8)
- 2. Recognition of Water System's Distribution crews for receiving the Georgia Utilities Coordinating Council (UCC) Golden Backhoe Award and recognition of Fayette County Water System for receiving the Lester Feathers Safety Award. (page 9)
- 3. Recognition of Bradley Klinger's award from The Georgia Utilities Coordinating Council as Secretary of the Year Award for The Fayette County Utility Coordinating Committee Region Three. (page 10)

PUBLIC HEARING:

CONSENT AGENDA:

- 4. Approval of the Water Committee's recommendation to accept the 2019 Water Committee meeting schedule as presented. (pages 11-12)
- 5. Approval of staff's recommendation to approve the Intergovernmental Agreement between Fayette County and the Fayette County Historical Society for the Use of Starr's Mill. (pages 13-18)
- 6. Approval of staff's recommendation to award professional services Contract #1585-S, Horton Creek Artifact Plan, to New South Associates to assist the Water System with a Horton Creek Artifact plan in the amount of \$2,549.55. (pages 19-21)
- 7. Approval of the Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances (40 CFR Part 21.7). (pages 22-34)
- 8. Approval of the October 25, 2018 Board of Commissioners Meeting Minutes. (pages 35-50)

OLD BUSINESS:

NEW BUSINESS:

- 9. Consideration of the renewal of a Lease Agreement between Fayette County and the Fayette County Development Authority to commence on September 1, 2018 and expire at midnight on August 31, 2023. (pages 51-62)
- 10. Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Cameron LaFoy the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020. (pages 63-66)
- 11. Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Daniel Guyton the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020. (pages 67-80)
- Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Jacqueline Howell the Fayette County Public Arts Committee to serve an unexpired term beginning immediately and expiring May 31, 2020. (pages 81-86)
- Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Janice Holmgaard the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020. (pages 87-91)
- Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Terria Mitchell the Fayette County Public Arts Committee to serve an unexpired term beginning immediately and expiring May 31, 2019. (pages 92-97)
- 15. Project Development Recommendations Briefing for the Fayette Transportation Plan (Contract # 1282-P). (pages 98-115)
- 16. Consideration of Croy's Task Order #6 Corridor Planning Studies for Sandy Creek Road (17TAE), Tyrone-Palmetto Roads (17TAQ), and Banks Road (17TAP) in the amount of \$528,160. (pages 116-131)
- 17. Consideration of Croy's Task Order #8 SR 279 Planning Study (17TAD and 17 TAT) in the amount of \$250,000. (pages 132-142)
- 18. Consideration of staff's recommendation to award Contract #1428-P, Public Safety Radio System, to E.F. Johnson Company for the not-to-exceed amount of \$14,964,675.53. (pages 143-306)
- Consideration of the staff's recommendation to award a contract on Bid # 1429-B FCSO Training Facility Reuse and Renovation in the amount of \$1,131,000.00 to Oak Construction Group, LLC for the renovation of the old Links clubhouse into the Fayette County Sheriff's Office Training Facility. (pages 307-310)
- Consideration of staff's recommendation to award Bid #1571-B: 2017 SPLOST; Stormwater Category I; Old Senoia Road Culvert Replacement to the low bidder, McCoy Grading, Inc., in the amount of \$754,100; and amend the 2017 SPLOST Stormwater Fund (32240320) reallocating \$300,000 from Category II Tier II (17SAQ-118 Davis Road) to Old Senoia Road (6509H). (pages 311-319)
- 21. Discussion and examination of the benefits of a Grievance Review Committee. (pages 320-322)

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at www.livestream.com.

Agenda November 8, 2018 Page Number 3

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

A. Contract #930-P: Preliminary Engineering for Redwine Road Multi-Use Path Supplemental #1: Final Plans, Specifications & Estimates for Local Let (page 323)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at www.livestream.com.

Department:	Commissioners	Presenter(s):	Commissioner Steve Brown
Meeting Date:	Thursday, October 25, 2018	Type of Request:	Proclamation/Recognition #1
Wording for the Agenda:	-		
Proclamation recognizing	g the Peachtree City Rowing Club for	r winning gold medals at the national	competitions.
Background/History/Detai	ls:		
		, j	lub in recognition of their recent winning
of the gold medals at the	national competitions in Sarasota, F	lorida.	
What action are you seek	ing from the Board of Commissioner	s?	
Proclamation recognizing	g the Peachtree City Rowing Club for	r winning gold medals at the national	competitions.
If this item requires fundin	g, please describe:		
Not applicable.			
Has this request been co	nsidered within the past two years?	No If so, whe	n?
	nsidered within the past two years:	110 II 30, WIC	
Is Audio-Visual Equipmer	nt Required for this Request?*	No Backup P	rovided with Request? Yes
* All audia viaval mataria	I much be automitted to the County	· Clarkla Office we later than 10 he	
		udio-visual material is submitted a	urs prior to the meeting. It is also at least 48 hours in advance
<u>jour deputition s resper</u>			
Approved by Finance	Not Applicable	Reviewed	by Legal
Approved by Purchasing	Not Applicable	County C	lerk's Approval Yes
Administrator's Approval	,	-	1
Staff Notes:	1		

FAYETTE COUNTY, GEORGIA

Fayette County Rowing Appreciation Day

Proclamation

WHEREAS. The Fayette County Government in an expansion of its recreational services to the citizens entered into an agreement with the Peachtree City Rowing Club to create the county's first ever competitive rowing program, utilizing Lake McIntosh, and;

WHEREAS. The sport of rowing is one of the most physically and mentally demanding athletic competitions available, and;

WHEREAS. Rowing promotes physical fitness, discipline, teamwork and is a lifelong sport than can be performed and enjoyed at any age, and;

WHEREAS. In just a couple of years, the Peachtree City Rowing Club and its coaching staff have developed an outstanding program, earning national recognition at some of the largest events in the sport as well as sending athletes to compete at the college level and;

WHEREAS.Team member Megan Gradek competed in the 2018 World Rowing Masters Regatta in Sarasota,Florida with 445 races taking place and nearly 2,000 athletes competing from 48 countries. Megan raced eight races over the
course of three days, finishing the regatta with six Gold Medals, one Silver and a fourth-place finish, and;

WHEREAS. Megan also participated in the prestigious 54th Head of the Charles Regatta in Boston, the largest two-day regatta in the world with over 10,282 athletes from 805 rowing clubs. Megan finished 10th out of 32 single scullers and teamed up with three other women in the Directors Challenge Quadruple Sculls to win the event, besting 39 other boats, and;

WHEREAS. The Peachtree City Rowing Club Women's Junior 4x Team consisting of Grace Lyle, Jocalyn Ortega, Claire Traylor, and Mary Claire Warren won First Place at the 2018 Secret City Regatta in Oak Ridge, Tennessee, crushing the competition in the 5k head race and beating the second-place team by over 53 seconds, and;

WHEREAS. The Women's Junior 4x Team, in addition to their academic studies, trains five days a week at Lake McIntosh for two hours each day either in the water completing practice sets and/or working out on erg machines on land and the seniors look forward to racing in college next year for a Division I program.

 \mathcal{MOW} , THEREFORE BE IT PROCLAIMED that the Fayette County Board of Commissioners recognizes the superb efforts of the Peachtree City Rowing Club and encourages citizens of all ages to compete at either the master or junior levels, perpetuating the winning rowing tradition in national competition, and by doing so, we proclaim NOVEMBER 8, 2018 as Fayette County Rowing Appreciation Day.

So, proclaimed this 8th day of November 2018,

Eric K. Maxwell, Chairman

Randy Ognio, Vice Chair

Steve Brown, Commissioner

Charles D. Rousseau, Commissioner

Charles W. Oddo, Commissioner







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Department:	Water System	Presenter(s):	Lee Pope, Director
Meeting Date:	Thursday, October 25, 2018	Type of Request:	Proclamation/Recognition #2
Wording for the Agenda:	,		,
	e County Water System Distribution	Plant for receiving the 2018 Georgia	Utilities Coordinating Council Golden
Background/History/Detail	S:		
of Transportation nominal	5	linating Council promotes good safe (rict. This year Fayette County Water	digging practices. Georgia Department System Distribution Plant was
What action are you seeki	ng from the Board of Commissioners	s?	
Recognition of the Fayette Backhoe Award.	e County Water System Distribution	Plant for receiving the 2018 Georgia	Utilities Coordinating Council Golden
If this item requires funding	g, please describe:		
Has this request been cor	sidered within the past two years?	No If so, when	1?
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup Pr	ovided with Request? Yes
		cClerk's Office no later than 48 hou udio-visual material is submitted a	
Approved by Finance	Not Applicable	Reviewed	by Legal
Approved by Purchasing	Not Applicable	County Cl	erk's Approval
Administrator's Approval			

Staff Notes:

Department:	Road Deparment	Presenter(s):	Steve Hoffman, Director
Meeting Date:	Thursday, November 8, 2018	Type of Request:	Proclamation/Recognition #3
Wording for the Agenda:	r		
Recognition of Bradley KI	inger's award from The Georgia Util g Committee - Region Three.	ities Coordinating Council as Secret	ary of the Year Award for The Fayette
Background/History/Detail	S:		
Fayette County Utility Coo		e utility companies and contractors th hly meetings.	roughout the state. Bradley is
What action are you seeki	ng from the Board of Commissioner	ς?	
	inger's award from The Georgia Util g Committee - Region Three.	ities Coordinating Council as Secret	ary of the Year Award for The Fayette
If this item requires funding	a, please describe:		
Not applicable.			
Has this request been cor	nsidered within the past two years?	No If so, whe	n?
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup P	rovided with Request? No
		Clerk's Office no later than 48 ho udio-visual material is submitted	urs prior to the meeting. It is also at least 48 hours in advance.
Approved by Finance	Not Applicable	Reviewed	by Legal
Approved by Purchasing	Not Applicable	County C	lerk's Approval Yes
Administrator's Approval			
Staff Notes:			

Department:	Water System	Presenter(s):	Lee Pope, Director	
Meeting Date:	Thursday, November 8, 2018	Type of Request:	Consent #4	
Wording for the Agenda:	,		P	
Approval of the Water Co	mmittee's recommendation to accept the	2019 Water Committee meetin	g schedule as presented.	
Background/History/Detail	S:			
1	eets every 2nd and 4th Wednesday of the and then posted for the public.	e month. In the past the meetin	g schedule has been appro	ved by the
	ng from the Board of Commissioners? ter Committee Meeting Schedule.			
 I <u>f this item requires fundin</u>	g, please describe:			
Not applicable.				
Has this request been cor	nsidered within the past two years? No	lf so, whe	n?	
Is Audio-Visual Equipmer	t Required for this Request?*	Backup P	rovided with Request?	Yes
	must be submitted to the County Cleinsibility to ensure all third-party audio		, .	
Approved by Finance	Not Applicable	Reviewed	by Legal	
Approved by Purchasing	Not Applicable	County C	lerk's Approval Yes	

Administrator's Approval
Staff Notes:

October 24, 2018

Water Committee 2019 Meeting Schedule

Following are proposed times and dates for 2019 Water Committee meetings. Meetings are scheduled to be held at the Water System office at 245 McDonough Road.

Meeting Date	Time	Meeting Date	Time
January 9	8:00 a.m.	January 23	8:00 a.m.
Wednesday		Wednesday	
February 13	8:00 a.m.	February 27	8:00 a.m.
Wednesday		Wednesday	
March 13	8:00 a.m.	March 27	8:00 a.m.
Wednesday		Wednesday	
April 10	8:00 a.m.	April 24	8:00 a.m.
Wednesday		Wednesday	
May 8	8:00 a.m.	May 22	8:00 a.m.
Wednesday		Wednesday	
June 12	8:00 a.m.	June 26	8:00 a.m.
Wednesday		Wednesday	
July 10	8:00 a.m.	July 24	8:00 a.m.
Wednesday		Wednesday	
August 14	8:00 a.m.	August 28	8:00 a.m.
Wednesday		Wednesday	
September 11	8:00 a.m.	September 25	8:00 a.m.
Wednesday		Wednesday	
October 9	8:00a.m.	October 23	8:00 a.m.
Wednesday		Wednesday	
November 13	8:00 a.m.	November 27	Cancel
Wednesday		Wednesday	
December 11	8:00 a.m.	December 25	Cancel
Wednesday		Wednesday	

Department:	Water System	Presenter(s):	Lee Pope, Directo	Dr
Meeting Date:	Thursday, November 8, 2018	Type of Request:	Consent #5	
Wording for the Agenda: Approval of staff's recomr Historical Society for the I		rnmental Agreement between Fayett	e County and the F	ayette County
Background/History/Detail				1
	ss to the Starr's Mill site. The Faye	he County to open Starr's Mill one da te County Historical Society will prov	5	
The Water Committee ap	proved this recommendation at the	October 24, 2018 meeting.		
		s? mental Agreement between Fayette	County and the Fa	yette County
If this item requires funding Not applicable.	g, please describe:			
Has this request been con	sidered within the past two years?	No If so, whe	n?	
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup P	rovided with Reque	est? Yes
		/ Clerk's Office no later than 48 ho nudio-visual material is submitted		
Approved by Finance	Not Applicable	Reviewed	I by Legal	
Approved by Purchasing	Not Applicable	County C	lerk's Approval	Yes
Administrator's Approval				
Staff Notes:				
This effort will be coordina	ated with the Fayette County Schoo	I System and is proposed to start in .	January.	

COUNTY OF FAYETTE FAYETTE COUNTY HISTORICAL SOCIETY

AGREEMENT FOR THE USE OF STARR'S MILL

THIS AGREEMENT, hereinafter referred to as "Agreement" is made and entered into this ______day of _______, 2018 by and between FAYETTE COUNTY, GEORGIA a political subdivision of the state of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as "County" and THE FAYETTE COUNTY HISTORICAL SOCIETY, a non-profit organization organized and operating under the laws of the State of Georgia, hereinafter referred to as "Society" for the use of certain County-owned property.

WHEREAS, the County owns certain property of historical significance to the public known as Starr's Mill; and

WHEREAS, the Starr's Mill property is not currently fully accessible to the public; and

WHEREAS, the Society endeavors to preserve and make accessible to the public materials which establish and illustrate the history of the Fayette County; and

WHEREAS, the Society has a desire to work with the County to enable the public to access the entirety of the Starr's Mill historical site by staffing the site and providing educational opportunity.

1

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NOW THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, agree as follows:

1.

The County will allow the Society to access Starr's Mill, hereinafter referred to as the "Mill", on the second Wednesday of each month of the year from ten o'clock A.M. until two o'clock P.M. for the purpose of holding the Mill open for public access and education.

2.

In order to facilitate public access, the County agrees to provide the following site improvements:

- an upgrade to the current walkway such that it is a three-foot wide, smooth, concrete path with a one-sided hand rail; and
- 2. an increase in the total number of portable restroom facilities; and
- 3. enclosure of portable restroom facilities provided; and
- 4. display cases for educational materials; and
- 5. office fixtures to include a small table and chair; and
- 6. safety improvements to the first floor of the Mill to ensure safety for continuous occupancy by the public; and
- 7. an evaluation of the second and third floors for safe access in the future; and
- installation and maintenance of handrails on all stairways accessible to the public; and
- 9. maintenance of the landscape; and
- 10. replacement of windows as needed; and

- 11. repair of doors as needed; and
- 12. replacement and updating of on-site signage.

3.

In order to facilitate public access, the Society agrees to provide the following:

- 1. items for display in the County provided display cases; and
- 2. story boards; and
- 3. assistance with the language to be used for signage; and
- 4. assistance in securing approval of literature for public dispersal, advertising and special events on site; and
- 5. operators to staff the Mill on the second Wednesday of each month of the year from ten o'clock A.M. until two o'clock P.M.

4.

This Agreement shall become effective on the date of execution and remain in effect through the one-year anniversary of its execution. Thereafter, this Agreement shall automatically renew for up to four (4) additional one-year terms (Renewal Terms), unless terminated by either party hereto through written notice received at least sixty (60) days prior to termination of the Initial Term or the then current "Renewal Term".

5.

The Society agrees that it and its agents, contractors and volunteers working in and around the Mill shall at all times be responsible for their negligent, reckless and intentional acts and omissions. The County agrees that it and its agents and contractors working in and around the Mill shall at all times be responsible for their negligent, reckless and intentional acts and omissions. County agrees to maintain policies of insurance necessary to cover the risks associated with the use of the Mill described under this Agreement.

6.

This Agreement shall constitute the entire agreement of the parties. No representations not contained herein have been relied upon or shall be binding upon either of the parties hereto. This Agreement may not be modified except by written agreement signed by both parties.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA

(SEAL)

By:_____

Eric K. Maxwell, Chairman

ATTEST:

Tameca P. White, County Clerk

FAYETTE COUNTY HISTORICAL SOCIETY

(SEAL)

By:_____

ATTEST:

By:

Approved as to form:

County Attorney

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Department:	Fayette County Water System	Presenter(s):	Lee Pope, Director
Meeting Date:	Thursday, November 8, 2018	Type of Request:	Consent #6
Wording for the Agenda:	۲	1	
1		vices Contract #1585-S, Horton Cre rtifact plan in the amount of \$2,549.	
Background/History/Detail	S:		
Fayette County Water System Horton Creek Reservoir.	stem with Phase One plan to prope		-
Approval of staff's recomr		s? vices Contract #1585-S, Horton Cre rtifact plan in the amount of \$2,549.	
 If this item requires funding	a plaasa dassriba:		
	e FY19 budget for Technical Service	es 50541010-521316. After plan has	been developed future funding will be
, Has this request been con	nsidered within the past two years?	No If so, whe	n?
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup F	rovided with Request? Yes
	,	Clerk's Office no later than 48 ho udio-visual material is submitted	urs prior to the meeting. It is also at least 48 hours in advance.
Approved by Finance	Not Applicable	Reviewed	by Legal
Approved by Purchasing	Yes	County C	lerk's Approval Yes
Administrator's Approval			
Staff Notes:			1



Purchasing Department

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: October 19, 2018

Subject: Contract #1585-S: Horton Creek Artifact Plan

Native American artifacts have been found in and around Horton Creek. The county needs to contract with someone who has professional expertise in archaeology, curating, and related matters.

It is recommended that the county enter into a professional services contract with New South Associates for this purpose. They did some work for the county in the distant past, but county employees who were involved are no longer on staff, so a Contractor Performance Evaluation is not available.

Specifics of the proposed contract are as follows:

Contract Name1585-S: Horton Creek ArtifaContractorNew South AssociatesType of ContractProfessional ServicesNot-to-exceed amount\$2,549.55		ociates
Budget:		
Fund	505	Water System
Org. Code	50541010	Administration
Object	521316	Technical Services
Project	NA	
Available	\$76,799.54	As of 10/19/2018



PROJECT NAME	Horton Creek Artifact Plan
PROJECT LOCATION	Fayette County
PROJECT TYPE	Artifact Display(s)
CLIENT	Fayette County, Steve Rapson

ASSUMPTIONS

- Project requires visit by archaeologist and curator
- Team will identify key artifacts in inventory for display
- Team will prepare an interpretation plan based on fieldcheck of artifacts that will include options for display, possible travel exhibit etc.
- Plan will be compiled in a letter report with projected costs by option.

PROJECT COSTS

1) LABOR		Hours	Rate	Subtotal	
SITE VISIT					
	Senior Archaeologist		8	\$69.98	\$559.84
	Museum Services Spe	cialist	8	\$57.66	\$461.28
COMPILE IN	TERPRETATION PLAN WITH	H RECOM	MENDA	TIONS IN LET	TER REPORT
	Project Manager		1	\$131.49	\$131.49
	Senior Archaeologist		6	\$69.98	\$419.88
	Museum Services Spe	cialist	16	\$57.66	\$922.56
	TOTAL LABOR				\$2,495.05
2) EXPENSES					
	Mileage	100 mi	les @	\$0.545	\$54.50
	TOTAL EXPENSES				<u>\$54.50</u>
3) PROJECT TOTAL					\$2,549.55

Department:	Public Works	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, November 8, 2018	Type of Request	: Consent #7
Wording for the Agenda	3:	J	-
Approval of the Georg 21.7).	ia Department of Transportation (GDO	T) Title VI Non-Discrimination Agre	ement and Assurances (40 CFR Part
Background/History/De	tails:		
One requirement of the GDOT Title VI Non-Dis Chairman's signature i Public Works, Human	e GDOT certification process for local of scrimination Agreement and Assurance is required on page 8.	es. The 12-page form is provided a transform the to ensure the	aid project is for annual adoption of the as back-up to this agenda request and the requirements and intent of the Civil Rights
	eking from the Board of Commissioner ia Department of Transportation (GDO		ement and Assurances (40 CFR Part
If this item requires fund No funding is required			
Has this request been	considered within the past two years?	No If so, w	nen?
Is Audio-Visual Equipm	nent Required for this Request?*	No Backup	Provided with Request? Yes
	rial must be submitted to the County ponsibility to ensure all third-party a		, ,
-our ucpariment s 163			

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			
Staff Notes:			

TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation and

Fayette County Board of Commissioners

Name of Recipient

Policy Statement

The **(Name of Recipient)** Fayette County BOC , hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's (Name of person/division) ______ Director of Public Works

is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Phil Mallon

Name of Responsible Agency Official (Please Print)

Director of Public Works

Title

10/24/2018

Date

Title VI Non-Discrimination Agreement Page No. 1

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, (*Name of Recipient*) <u>Fayette County BOC</u> has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for (*Name of Recipient*)'s <u>Fayette County's</u> Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The <u>Fayette County BOC</u>, hereby gives assurances:

- That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
- 2. That it will promptly take any measures necessary to effectuate this agreement.
- 3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
- 4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
- 5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

- 6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
- 7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
- 8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
- 9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

- 1. grants and loans of Federal funds,
- 2. the grant or donation of Federal property and interest in property,
- 3. the detail of Federal personnel,
- 4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
- 5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

- 1. Issue a policy statement, signed by the head of the recipient, which expresses it's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
- 2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
- 3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
- 4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
- 5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

- 6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
- 7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
- 8. Conduct training programs on Title VI and related statutes.
- 9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

- Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
- 2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.
- In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.
- 3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
- 4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, an advise the complainant of other avenues of redress available, such as GDOT and USDOT.
- 5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
- 6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
- 7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
- 8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation

Office of Equal Opportunity, Title VI/ Program

600 West Peachtree Street, N.W. 7th Floor

Atlanta, GA 30308

(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature	
Commissioner	
Title	
Date	
NAME OF RECIPIENT:	

Signature

Title

Date

Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

- In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1064 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the ease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman Randy Ognio, Vice Chairman Steve Brown Charles W. Oddo Charles D. Rousseau Consent #8

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FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator Dennis A. Davenport, County Attorney Tameca P. White, County Clerk Marlena Edwards, Deputy County Clerk

> 140 Stonewall Avenue West Public Meeting Room Fayetteville, GA 30214



MINUTES October 25, 2018 6:30 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 6:30 p.m.

Call to Order

Chairman Eric Maxwell called the October 25, 2018 Board of Commissioners meeting to order at approximately 6:32 p.m.

Invocation and Pledge of Allegiance by Vice Chairman Randy Ognio

Vice Chairman Randy Ognio offered the Invocation and invited Boy Scout Troop #282 to lead the audience in the pledge. Boys Scout Troop #282 led the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Charles Oddo moved to accept the agenda with the exception of item #30. Vice Chairman Ognio seconded.

Commissioner Steve Brown stated that item #30 was his item. He stated the purpose of the item was to determine if there was a conflict with the local ordinance and the state law. That was the basis of the agenda item. He asked if there was a rationale of why it should not be discussed.

Commissioner Charles Oddo made an inaudible comment regarding a pending case.

Commissioner Brown stated that he had spoken to the people involved in the case and there was no case or litigation. He stated that it had been settled out of court. He stated that he was not going to discuss the case, just the county ordinance and if it conflicted with state law.

Chairman Maxwell stated that he believed there was a criminal charge still pending that had not been resolved.

Animal Director Jerry Collins made inaudible comments from the audience.

Commissioner Brown reiterated that he did not want to try the case or retry the case, but to discuss the county ordinance and if it was in conflict with state law as a generic question that needed to be reviewed.

Chairman Maxwell asked County Attorney Dennis Davenport if the Board could discuss a topic that was a pending criminal charge.

Mr. Davenport stated that this would be the first time.

Commissioner Brown stated that he had one meeting left after this case was tried and that he asked for the clarification originally. He stated that he received the ordinance, but that he would like to know if the ordinance was in conflict with state law. Commissioner Charles Rousseau called point of order. He asked Mr. Davenport for his legal direction since this was engaging in some legal implications.

Mr. Davenport stated that Chairman Maxwell pointed out that there was a present, a criminal prosecution. He stated that while it did not impact quarantine as an issue, the issue of quarantine and the discussion prior to the case being adjudicated could broaden the scope of what would happen at the November hearing with the criminal citation. He stated that if there was basis to believe that a good-faith defense as to the constitutionality of the county ordinance. He stated that he was not saying that it was or that it was not, but anything that was said at the meeting would be used against the county at the November hearing. He stated that if the Board's desire was to discuss this item with pending litigation, the Board had the right to do so. He stated that it would be the first time that the Board had done that and he advised all his clients that have pending litigation to let it resolve before discussing the issue.

Commissioner Rousseau stated that one course of action at this stage, based on the attorney's opinion would be for the Board to examine the ordinance internally and get a report to the Board.

Mr. Davenport stated that the starting point was that there an issue with the ordinance. He stated that if the Board wanted to look at that in a vacuum, then that was fine, but looking at that when there was a case in court might invite a potential broadening of that scope of litigation.

Commissioner Brown stated that related to Mr. Davenport's comments, if the government was found to have done something wrong, then he had no problem with saying that the government was wrong. He stated that he was elected by the citizens to keep government in check and to make sure the government was accountable and responsible.

Commissioner Charles Oddo moved to accept the agenda with the exception of item #30. Vice Chairman Ognio seconded. The motion passed 3-2. Commissioner Brown and Commissioner Rousseau voted in opposition.

PROCLAMATION/RECOGNITION:

1. Recognition of the leadership role of Marie Washburn who served on the Fayette County Public Library Board of Trustees.

Library Director Chris Snell introduced the Library Board Chairman Clarence Leather. Mr. Leather provided comments. Mrs. Snell presented to Marie Washburn a plaque to recognize her service to the Library Board. County Administrator Steve Rapson made a presentation on behalf of the Board of Commissioners. Mrs. Washburn thanked everyone and commended the great work being done at the library.

2. Proclamation recognizing November 4, 2018 as Retired Educators Day in Fayette County.

Commissioner Brown, on behalf of the Board, presented a proclamation recognizing November 4, 2018 as Retired Educators Day in Fayette County. Retired teachers in the audience came forward to receive the proclamation. Carolyn Lunsford accepted the proclamation on behalf of the Retired Educators organization in Fayette County. She stated that the Fayette County Retired Educators would be holding a scholarship auction at Arbor Terrace in Peachtree City on November 8, 2018.

3. Proclamation of October 2018 as "Domestic Violence Awareness Month in Fayette County."

Commissioner Oddo, on behalf of the Board, presented a proclamation to Promise Place to proclaim the month of October 2018 as Domestic Violence Awareness Month. Ms. Vanessa Wilkins received the proclamation on behalf of Promise Place. She thanked the Board for the support and she informed the community of the goal of Promise Place to prevent domestic violence by creating awareness, education about domestic violence and by recognizing the signs of domestic violence. She stated that Promise Place had lots of volunteer opportunities. The website: www.promiseplace.org.

4. Proclamation to recognize Boy Scout Troop #282 and proclaim October 26, 2018 as Troop #282 Appreciation Day.

Commissioner Rousseau, on behalf of the Board, presented Boy Scout Troop #282 with a proclamation. He stated that this Troop produced a number of Eagle Scouts. The Scout Leaders introduced themselves. The Scouts thanked the Board for the presentation.

5. Recognition of awardees for the Fayette County Public Arts Committee 2018 Scarecrow Competition.

Public Arts Committee Chair Donna Thompson thanked Mr. Mike Parvin for judging the scarecrows. The winners were announced as follows:

Honorable Mention – Lori Good; Honorable Mention – Wendy Gallacher; Honorable Mention – Dori Johnson; 3rd Place – Jennifer Dixon; 2nd Place – UGA Extension Master Gardener Volunteers; 1st Place – Southern Harm Derby Dames

6. Proclamation to recognize the month of October as Breast Cancer Awareness Month.

Chairman Maxell, on behalf of the Board, acknowledged that October was Breast Cancer Awareness Month and encouraged "citizens to help support efforts to spread awareness of this disease, provide support for those affected by this illness and educate others on its prevention and early detection."

7. Recognition of the Fire & Emergency Services Citizen Fire Academy graduates on their successful completion of the 10-week Citizen Fire Academy.

Deputy Fire Chief Tom Bartlett gave a brief highlight presentation of the graduates in the fall session of the Citizen Fire Academy. He presented the graduates with certificates for their participation and completion of the academy. He encouraged other citizens to sign up for the spring 10-week Citizen Fire Academy. Graduates were as follows: Calvin Cooper, Morgan Dixon, Megan Gratzer, Robert Jangro, Blaze Jeffery, Kristie King, Tammy Lackey, Lydia Patton, Rachel Patton, Taylor Peterson, Beatrice Scalf, Sharon Smith, Pamela White and Norvin Willis.

Chairman Maxwell stated that he saw the Town of Tyrone Mayor Eric Dial in the audience. He stated that it was customary for the Board to move an item up on the agenda as a courtesy when an elected official was present. The item was on Consent Agenda.

17. Consideration to accept the Town of Tyrone's offer to purchase Fayette County Fire Station #3 (Parcel #0738 107) located in the Town of Tyrone at a cost of \$5,000 plus the costs of the transaction to convey the property. Commissioner Brown moved to approve to accept the Town of Tyrone's offer to purchase Fayette County Fire Station #3 (Parcel #0738 107) located in the Town of Tyrone at a cost of \$5,000 plus the costs of the transaction to convey the property. Vice Chairman Ognio seconded.

Mayor Dial stated that the building would be used as part of the enhancement to the downtown area of the Town of Tyrone. He stated that it was next door to the police station and having the building would give them more flexibility in determining what would be done with the property.

Commissioner Brown moved to approve to accept the Town of Tyrone's offer to purchase Fayette County Fire Station #3 (Parcel #0738 107) located in the Town of Tyrone at a cost of \$5,000 plus the costs of the transaction to convey the property. Vice Chairman Ognio seconded. The motion passed 5-0.

PUBLIC HEARING:

 Consideration of Ordinance 2018-11, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval; concerning A-R Wedding & Event-Bed and Breakfast.

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property* into the record. Mr. Frisina went through the proposed changes. The term "event facility" was added to the definition of banquet hall and a clarification of what type of events and banquets would be included. Adding the term "bed and breakfast" back to the definition of

hotel. He stated that hotel, as defined, was used in the Office-Institutional (O-I) and Commercial District. He stated that this would put bed and breakfast back in non-residential context for that use. Adding the use of a banquet hall and event facility to the Office-Institutional zoning district. Under O-I, the bed and breakfast was a conditional use, but it was being removed as conditional use. He stated that under C-C (Community Commercial) and C-H (Highway Commercial), he was changing the "banquet hall/event facility" and under C-H removing the bed and breakfast inn as a conditional use because it would be a permitted use as a definition of hotel. Under Section 110-169: A-R Wedding and Event Facility, there was a clarification of what the development landscape required was added to this section. He stated that under this section, tourist accommodations were not allowed in conjunction with an A-R Wedding and Event Facility. He stated that after speaking with Mrs. Ingrid Moore-Barnes, who owns the only official bed and breakfast in Fayette County, she approached staff about having an event at her bed and breakfast and the way the code was written, as long as someone could meet both conditions, staff did not see a problem with combining the two uses together. He continued that under "J", the recommendation was to take bed and breakfast out of conditional use under C-H and O-I and making it a permitted use under definition.

Commissioner Rousseau moved to approve Ordinance 2018-11, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval; concerning A-R Wedding & Event-Bed and Breakfast. Commissioner Brown seconded.

No spoke in favor or in opposition of this item.

Commissioner Rousseau stated that it was important to note meeting the conditions of A-R and others, largely because this was lot size; 19 acres+ versus smaller lot sizes.

Commissioner Rousseau moved to approve Ordinance 2018-11, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval; concerning A-R Wedding & Event-Bed and Breakfast. Commissioner Brown seconded. The motion passed 5-0.

Consideration of Ordinance 2018-12, amendments to Chapter VI. - Tourist Accommodations, Regarding Sec. 8-200. – Definitions, Sec. 8-201. - Permit Required, Sec. 8-202. - Application for Permit, Sec. 8-203. - Issuance of Permit, Sec. 8-208. – Records, Sec. 8-210. - Alterations to Structure and Sign, Sec. 8-211 – Reserved, Sec. 8-212. - Special Events and Sec. 8-213. - Violations.

Mr. Frisina stated that in making changes to the zoning ordinance, staff wanted to be sure that the other "companion" ordinance changes are consistent. He stated that under definitions, A-R was being added to the definition of bed and breakfast inn because that was the type of facility covered under this ordinance. Definitions were added for bedroom, guest and guest room. The definition for Special Events was clarified and the definitions for overnight guest, tourist and traveler would be deleted. Under Permit Required was amended to exclude hotels, campground facilities and planned retreats and lodges. He stated that this section was intended to apply to people who are using their residential properties/homes as a tourist accommodation. He stated that he wanted to exclude uses that would fall into a non-residential zoning district.

Commissioner Brown asked if Airbnb would apply. Mr. Frisina stated yes.

Mr. Frisina continued that in Application for Permit a clarification was made to the departments that would be inspecting the facilities and he added "as-built" scale plans for the residences. He stated that Section C was deleted to be consistent with the alcohol licensing procedure and in the other changes were housekeeping. He stated that under Section 210-Alterations to Structure and Sign it implied that a structure could not be changed by adding a sign. He stated that they can have a sign and the next item would be a revision to the sign ordinance that would address this. Under Special Events the changes made in the zoning ordinance related to A-R Wedding & Events, Tourist Accommodations, would be allowed and would not be precluded by this ordinance.

Commissioner Oddo questioned the thirty-consecutive day period. Mr. Frisina stated that the language used mimicked the language in the state law to define tourist accommodations.

Mr. Davenport stated that the 30-day window was used because less than thirty days did not arise to any type of a lease hold interest. He stated when someone stayed thirty days or more, there was a presumption of a lease hold interest, which would kickin a month-to-month tenancy, and the person would have to be given a 60-day notice to vacant the premise.

Commissioner Brown asked if the information obtained from the guest, for example, for Airbnb, was sufficient for the county's demand or was there a need to get additional information than what Airbnb already had on the guest. Mr. Frisina stated that the inn-keeper should be keeping that information and if the county needed to see it, then staff would go to the permit holder for the information.

No one spoke in favor or in opposition of this item.

Commissioner Brown moved to approve Ordinance 2018-12, amendments to Chapter VI. - Tourist Accommodations, Regarding Sec. 8-200. – Definitions, Sec. 8-201. - Permit Required, Sec. 8-202. - Application for Permit, Sec. 8-203. - Issuance of Permit, Sec. 8-208. – Records, Sec. 8-210. - Alterations to Structure and Sign, Sec. 8-211 – Reserved, Sec. 8-212. - Special Events and Sec. 8-213. - Violations. Vice Chairman Ognio seconded. The motion passed 5-0.

10. Consideration of Ordinance 2018-13, amendments to Chapter 108 - Signs, Regarding Sec. 108-135. - Residential Freestanding Signs and Sec. 108-161. – Freestanding Signs.

Mr. Frisina stated that under the previous ordinance discussed, the Tourist Accommodation was not a bed and breakfast and would fall under the residential portion of the sign ordinance. Other changes included a change to freestanding signs.

Commissioner Brown asked if a home in a subdivision, that had an Airbnb, could put a sign in the yard to advertise the Airbnb. Mr. Frisina stated yes. Commissioner Brown stated that the only conflict would be if the homeowners' association did not allow it. Mr. Frisina stated that it would be up to the homeowners' association if signs were not permitted within the subdivision.

No one spoke in favor or in opposition of this item.

Commissioner Rousseau moved to approve Ordinance 2018-13, amendments to Chapter 108 - Signs, Regarding Sec. 108-135. -Residential Freestanding Signs and Sec. 108-161. – Freestanding Signs. Commissioner Brown seconded. The motion passed 5-0.

CONSENT AGENDA:

Commissioner Oddo moved to accept the Consent Agenda with the exception of item #11 for discussion. Commissioner Brown seconded. The motion passed 5-0.

11. Approval to accept the donation of a Polaris UTV equipped with a high-pressure pump and tank and a trailer for transport from the Fayette Fire Foundation.

Fire Chief David Scarbrough stated that the county decal and the Fire Foundation logo were added to the Polaris UTV. He stated that this equipment would make the fire department more versatile. He thanked the Fayette Fire Foundation and the Kiwanis Club for the generous donation. Mrs. Vicki Turner made comments.

Chairman Maxwell moved to accept the donation of a Polaris UTV equipped with a high-pressure pump and tank and a trailer for transport from the Fayette Fire Foundation. Commissioner Brown seconded. The motion passed 5-0.

12. Approval of Subgrant Agreement with the Atlanta Regional Commission (ARC) for the completion of corridor studies for Sandy Creek Road, Tyrone-Palmetto Road and Banks Road (SPLOST Project Nos.17TAE, 17TAQ and 17TAP) and the associated contractual paperwork.

- 13. Approval of Subgrant Agreement with the Atlanta Regional Commission (ARC) for the completion of a SR 279 Study (SPLOST # 17TAT and 17TAD) and the associated contractual paperwork.
- 14. Approval of Resolution 2018-16 to change a street name in Longboat Subdivision from Paddle Cove to Kayak Court.
- 15. Consideration of amendments to the Tourist Accommodation fee schedule.
- 16. Consideration of staff's recommendation of procuring Professional Services to facilitate the enforcement of Chapter VI. Tourist Accommodations.
- 17. Consideration to accept the Town of Tyrone's offer to purchase Fayette County Fire Station #3 (Parcel #0738 107) located in the Town of Tyrone at a cost of \$5,000 plus the costs of the transaction to convey the property.
- 18. Approval of the September 27, 2018 Board of Commissioners Meeting Minutes.
- 19. Approval of the October 2, 2018 Board of Commissioners Special Called Meeting Minutes.

OLD BUSINESS:

20. Discussion of proposed Article VI - Parking of Vehicles under Chapter 16 of the Fayette County Code of Ordinance.

Commissioner Rousseau stated that it was incumbent for the county to maintain a quality of life in the community. He stated that part of that was the revisit of this ordinance for modification. He stated that it was a revisiting of the ordinance because this ordinance was once a part of the county ordinance. He stated that he referenced HOA. He stated that HOA's had restricted covenants and bylaws which could on some occasions supersede the county's ordinances. Those restrictions were binding and homeowners can be sent to court for violations of the restricted covenants. He stated that residents with large tracts of lands have written and expressed their opposition to this proposal. He stated that the Board had an obligation through Code Enforcement and the Marshals to enforce ordinances. He continued that in this particular case for some of the subdivisions that do not have the benefit of a HOA, the Board had some responsibility to assist those neighbors with making sure that the property values stay up and the area remains viable. He stated that he did not want to offer this ordinance for the larger tracts of lands, but for subdivisions of one (1) acre lots to assist residents in maintaining the quality of life in the neighborhoods. He stated that he was disheartened to see that a lofty price tag was associated with this request, when in fact a number of the ordinances on the book, that would have to be addressed by Code Enforcement, are largely generated by a phone call or email. Staff did not do active enforcement. He stated that item #16 was for the request to assist staff in identifying those who may be violating an ordinance. He stated that he would like to modify and request the Board's support in trying this ordinance in subdivisions of smaller proportions and not throughout the entire unincorporated parts of the county.

Commissioner Rousseau moved to approve Article VI - Parking of Vehicles under Chapter 16 of the Fayette County Code of Ordinance for subdivisions with no more than two (2) acres under the county zoning. Commissioner Brown seconded.

Yvonne Smith thanked Commissioner Rousseau and the Board for considering this ordinance. She stated that it was hard on her to go from house to house to address the conditions of her community. She stated that she was asking to put this ordinance in place to hold people accountable.

Jason Chastain stated that the problem he had with the ordinance was that it started with one-acre tract and now it was at two acres tracts in subdivisions. He stated that he was concerned that it would start with something small and grow countywide. He stated that was his concern.

Chairman Maxwell stated that he and the Board received a number of emails regarding this topic.

Commissioner Brown asked if it was up-to two acres or including two acres. Commissioner Rousseau stated up-to and that two acres would be included. Commissioner Brown asked if Commissioner Rousseau would accept a friendly amendment to only one acre lots.

Commissioner Rousseau amended the motion to approve Article VI - Parking of Vehicles under Chapter 16 of the Fayette County Code of Ordinance for subdivisions with no more than one (1) acre under the county zoning. Commissioner Brown amended the second.

Vice Chairman Ognio stated that the wording did not show one (1) acre lots. He stated that he understood the concern for subdivisions. He stated that the county had subdivisions with large lots so adding the word "subdivision" would not narrow it down. He stated that he agreed with the citizens that this would expand, and he did not agree with the request.

Commissioner Oddo stated that he understood the desire to preserve the county as much as possible. He stated that he was not clear on the need to have this ordinance. He stated that he did not see a problem. He stated that he was concerned with where to draw the line when the county started to function as a HOA. He continued that he was concerned with HOA's thinking that the county would come out and enforce rules that they do not need to enforce. He stated that he drove to Newton Plantation and it was a very nice and clean subdivision. He shared photos of cars parked on lawns that he took throughout different areas of the county over a six-day period. He stated that it was a part of the culture in his 50 years of being in Fayette County that people park on the lawn. He stated that he did not believe there was anything that needed to be changed. He stated that he could not support this request.

Commissioner Brown stated that the motion called for one (1) acre lot zonings, so the language would be changed to reflect that. He stated that the funding point that Commissioner Rousseau raised was a good one. He stated that he did not know why we think it was important to fund certain applications that enforce county code and not others. He stated that a lot of the county's enforcement was done on a passive basis and not an active basis where the officers would drive around looking for violations. He continued that if an officer was investigating a violation and noticed something that needed to be addressed then the official could look at all the dwellings and if they see something that needed attention, they can stop and bring that to the residents. He stated that in an area in Peachtree City, when he was mayor, there were areas that were affected by issues like this and the Board had better pay attention to things like this. He read the following statement for the record:

With 20 years of land planning experience I would like for the minutes to reflect these points that I have learned related to these types of situations. 1. Blight patterns will continue. 2. Passive enforcement is all that is necessary. 3. Blight breeds negative indicators and it will grow in our troubled areas. 4. Blight effects things from the quality of life to crime to school performance. Demographers at the ARC will tell you that the high-quality of life areas are determined primarily by the income level. Blight drives out civic-minded and higher-income families.

Commissioner Brown referenced blight patterns in Henry and Clayton counties. He stated that he had no problems with A-R lots or one (1) acre lots.

Chairman Maxwell stated that he had equal protection concerns about this ordinance. He stated that he did not know if it would ever be a problem and the fine might be minimum. He stated that the former commissioners did away with the parking ordinance and he did not see a reason to do it again. In regard to, "what is a subdivision", he stated that he did not know how a subdivision was defined. He stated that he rode the county and noticed a number of homes that did not have improved surfaces. He stated that for those reasons he was not willing to go forward with this request. He stated that this was a little different from the money to fund item #16. He stated that he did not feel it was a fair comparison.

Commissioner Rousseau stated that he appreciated that Chairman Maxwell stated the fact that this ordinance existed for a number of years. He stated that it was changed because of some enforcement issues. He stated that he felt that some of the comments were "mixing apples and oranges". He stated that most of his experience had been in urban areas, but if the county did not pay attention to this problem, it would creep up on the county. He stated that he was just asking the Board to reconsider this ordinance as the county moved into transition because there are some pockets of transition.

Commissioner Brown reiterated that the \$368,000 was only required if there was active enforcement. He further expressed that the fine would not cover the time to do this, so it was not about collecting fines.

Commissioner Oddo stated that in regard to blight. He stated that blight was a byproduct of the character of the people and not the cars on the lawns. He stated that parking on the lawns was not bad, but that it was the people who may be changing. He stated that making people park on a prepared surface was not the way to address the character of people. He stated that the character of the people in Fayette County was good. He stated that if parking on lawns resulted in blight, then why isn't the county experiencing blight now because people have been parking on lawns for years.

Commissioner Rousseau amended the motion to approve Article VI - Parking of Vehicles under Chapter 16 of the Fayette County Code of Ordinance for subdivisions with no more than one (1) acre under the county zoning. Commissioner Brown amended the second. The motion failed 2-3. Chairman Maxwell, Vice Chairman Ognio and Commissioner Oddo voted in opposition.

The Board recessed at 8:34 p.m. The Board reconvened at 8:49 p.m.

NEW BUSINESS:

21. Consideration of staff's recommendation to not object to the Peachtree City annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to Limited Use Commercial (LUC) for a mixed-use development consisting of single-family residential, office, commercial and open space.

Mr. Frisina stated that this annexation from Peachtree City was 28.3 acres. He stated that the proposal was to put a Limited Use Commercial (LUC) zoning on the property that would allow for 27 single-family lots; 4.2 acres of commercial, 3.5 acres of office and 9.5 of open space within the development. He stated that based on state law, staff had to determine if the annexation would create a material burden or impact on the county. He stated that staff looked at infrastructure and whether it would impact the roads, stormwater and flood areas because increased density affects the flood study areas because they are based on a lesser density. He stated that the property was along State Route 54 and Sumner Road. He stated that it was land use for one acre residential and also had a designation of 54 overlay which allowed for O-I zoning along the highway. He stated that although it would increase the density and changes to zoning and land use that would result in a substantial change in the intensity, staff did not find any material burden or impact on the county. Once the area near Sumner Road was annexed it would be the responsibility of Peachtree City.

Jerry Peterson made brief comments.

Cele Eifert stated that she followed Mr. Bradshaw's decade long attempt to get this parcel annexed and developed and she had always been in opposition to the proposal because she liked having the woods and nature. She stated that she did not understand why it had to be annexed into Peachtree City. She stated that she wanted to go on record as being in opposition of this proposal. She asked the Board to consider the safety of citizens with the entrance and exit on the other part of Sumner Road. She expressed some of the safety concerns that she witnessed on this road. She also objected to the impact to the schools, fire, EMS, police and traffic. She stated that if the Board voted not to object, then maybe they would ask that the entrance be moved.

Gale Botwich stated that she shared some of the same concerns as Ms. Eifert. She stated that she was told that there was no planned development for Sumner Road when she purchased her land. She shared concerns regarding the traffic and the tree buffer that was destroyed by Peachtree City public works. She stated that this plan was better than the previous plan. She stated that she also experienced drainage issues and when the development was added it might cause more drainage problems for her property. He stated that he wanted to know what commercial properties would be there.

Commissioner Brown asked if there was any problem with making the connection on the leg of Sumner Road and tying it across from Sedgewicke. Mr. Peterson stated that it would be better coming off the city street instead of coming out into the county and

come into a Peachtree City subdivision, which would happen if it was put on the old street. He stated that in terms of drainage, they were providing on site detention, so no more water would be released.

Chairman Maxwell stated that one of the questions was regarding the commercial use and that would not be at the decision of the Board, but Peachtree City. Mr. Peterson stated that at the Planning Commission public hearing, Mr. Bradshaw stated that he would not do a gas station.

Chairman Maxwell moved to not object to the Peachtree City annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to Limited Use Commercial (LUC) for a mixed-use development consisting of single-family residential, office, commercial and open space. Commissioner Rousseau seconded.

Chairman Maxwell stated that his understanding of material burden was if the county could survive a lawsuit. He stated that if the Board objected to this what would be the likely outcome. He stated that he generally objected to anything less than one acre lots and so he was in a unique situation. He stated that on this tract of land, none of SR54 had been developed.

Commissioner Brown stated that he also saw the last plan and that this one was the best one by far. He addressed the public comment by Ms. Eifert and stated that the entrance would have to be addressed by Peachtree City.

Vice Chairman Ognio stated that annexations are favorable to the cities and the counties did not have much that could be said about them. He stated that there was no material burden on this one and therefore, there was nothing to object.

Chairman Maxwell moved to not object to the Peachtree City annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to Limited Use Commercial (LUC) for a mixed-use development consisting of single-family residential, office, commercial and open space. Commissioner Rousseau seconded. The motion passed 5-0.

22. Consideration of staff's recommendation to award Bid #1522-B Water Tank Repair to the low bidder Southeastern Tank and Tower, Inc. in two phases based on the base bid plus Alternate #1 in the amount of \$807,900.

Water System Director Lee Pope briefed the Board regarding this item. He stated that the Water System Engineer of Record CH2M (Jacobs) prepared a bid package to do initial repairs for the tank. He stated that the request was to reward the bid in two phases; one to be conducted in 2018. The first phase would handle repair of two of the tanks and demolition of one of the tanks and the repair of the other two tanks in the following year. He stated that it was hard to take the tanks out of service, so it would be done during the winter months and the rest would be repaired during the winter months of next year. He reported that funding was available to handle the repairs for this year and that he would budget appropriately for phase two if approved by the Board.

Commissioner Brown moved to approve award Bid #1522-B Water Tank Repair to the low bidder Southeastern Tank and Tower, Inc. in two phases based on the base bid plus Alternate #1 in the amount of \$807,900. Vice Chairman Ognio seconded.

Mr. Pope explained that this request would approve everything that was under Southeastern Tank and Tower, Inc.

Commissioner Brown moved to approve award Bid #1522-B Water Tank Repair to the low bidder Southeastern Tank and Tower, Inc. in two phases based on the base bid plus Alternate #1 in the amount of \$807,900. Vice Chairman Ognio seconded. The motion passed 5-0.

23. Consideration of staff's recommendation to award ITB #1553-B to West Georgia Lighting, Inc, in the amount of \$394,534.30 for lighting at McCurry Park Soccer fields 1, 5, 6, and Kiwanis Park field 10 and approval to transfer \$40,000 from Kiwanis Park Sports Lighting CIP budget to the McCurry Park Sports Lighting Budget to fully fund the lighting of the three soccer fields.

Parks and Recreation Director Anita Godbee stated that this process started in 2003 to refurbish some of the sports lighting on the fields. She stated that currently 23 fields have been refurbished and this was a continuation of that project. The procurement

process was conducted. This project was different from past projects because this was for LED sport lighting instead of old HID (High Intensity Discharge) lighting to be more cost effective. She stated that aggregated project cost was \$394,534.39 and the budget for McCurry Park was \$297,830 and for Kiwanis, \$150,000. She stated that in order to complete the entire project, \$40,000 would be transferred from the Kiwanis Park CIP (Capital Improvement Plan) to the McCurry Park CIP.

Commissioner Brown asked if any project was sacrificed by moving the \$40,000. Mrs. Godbee stated that the other project came in under budget and so that meant there were extra funds available to be transferred. Mr. Rapson stated that even though the \$40,000 would be transferred, in aggregate there was still another \$52,296 being put in savings in the Recreation contingency account.

Mrs. Godbee stated that there were ten more fields to be completed and six fields were installed prior to 2000 and are high on the priority list. She stated that four of the fields were installed in 2002 and are last on the list.

Commissioner Rousseau stated that since 2000 was a long time and that he would like for the Board and staff to make a commitment in next year's budget to get the fields expedited. He stated that he would be an advocate to making sure those dollars are in place to accelerate this over the next two or three years.

Chairman Maxwell asked if there were still wood poles. Mrs. Godbee stated that they were metal poles. She stated that the wood poles had been inspected and although the age could not be determined, the engineer thought that the poles were anywhere from 30-40 years old. Chairman Maxwell stated that he agreed that the projects should be accelerate, but that a priority list needed to be in placed to determine what should be completed first.

Commissioner Rousseau moved to approve to award ITB #1553-B to West Georgia Lighting, Inc, in the amount of \$394,534.30 for lighting at McCurry Park Soccer fields 1, 5, 6, and Kiwanis Park field 10 and approval to transfer \$40,000 from Kiwanis Park Sports Lighting CIP budget to the McCurry Park Sports Lighting Budget to fully fund the lighting of the three soccer fields. Commissioner Brown seconded. The motion passed 5-0.

24. Consideration of staff's request to award bid # 1557-B: Type 1 Ambulances to Custom Truck & Body Works, Inc. for \$367,638 and to designate vehicle #23109 as surplus and authorize the department to coordinate the sale of unit.

Fire Chief David Scarbrough briefed the Board regarding this item. He stated that this was for the purchase of two Ford F-150 ambulances totaling \$367,638 and \$67,000 of equipment to outfit the new unit that was part of the budget retreat discussion to add a sixth zone. He stated that the equipment from one truck would be transferred over, but the other one would need new equipment. This request was also to designate vehicle #23109 as surplus and authorize the sale.

Commissioner Brown moved to award bid # 1557-B: Type 1 Ambulances to Custom Truck & Body Works, Inc. for \$367,638, \$67,000 to outfit one unit and to designate vehicle #23109 as surplus and authorize the department to coordinate the sale of unit. Vice Chairman Ognio seconded. The motion passed 5-0.

25. Consideration of staff's request to award bid # 1566-B Tanker Fire Apparatus to Deep South Fire Trucks for one tanker totaling \$222,900 and to designate vehicle #93193 and vehicle #93043 as surplus and authorize the trade of the units.

Commissioner Brown moved to approve to award bid # 1566-B Tanker Fire Apparatus to Deep South Fire Trucks for one tanker totaling \$212,900, \$10,000 of safety equipment and to designate vehicle #93193 and vehicle #93043 as surplus and authorize the trade of the units. Commissioner Oddo seconded.

Mr. Rapson stated that there was an additional transfer of \$8,788 that would be taken from \$125,000 that was saved and so the saving would be reduced to \$92,313.

Commissioner Brown moved to approve to award bid # 1566-B Tanker Fire Apparatus to Deep South Fire Trucks for one tanker totaling \$212,900, \$10,000 of safety equipment and to designate vehicle #93193 and vehicle #93043 as surplus and authorize the trade of the units. Commissioner Oddo seconded. The motion passed 5-0.

26. Consideration of staff's request to award bid #1565-B: Pumper Fire Apparatus to Fireline Inc. for one pumper totaling \$482,688, to fund \$8,788 from #61030550-542200 to cover the remaining cost of required safety equipment and to designate vehicle #93086 as surplus and authorize the department to coordinate the sale of the unit.

Commissioner Brown moved to approve to award bid #1565-B: Pumper Fire Apparatus to Fireline Inc. for one pumper totaling \$482,688, to fund \$8,788 from #61030550-542200 to cover the remaining cost of required safety equipment and to designate vehicle #93086 as surplus and authorize the department to coordinate the trade of the unit. Commissioner Oddo seconded.

Chief Scarbrough confirmed that the request was to trade and not sale the unit.

Commissioner Brown moved to approve to award bid #1565-B: Pumper Fire Apparatus to Fireline Inc. for one pumper totaling \$482,688, to fund \$8,788 from #61030550-542200 to cover the remaining cost of required safety equipment and to designate vehicle #93086 as surplus and authorize the department to coordinate the trade of the unit. Commissioner Oddo seconded. The motion passed 5-0.

27. Authorization for the Chairman to send a letter of support to Georgia Department of Transportation (GDOT), documenting Fayette County's support for the Local Bridge Replacement Program fiscal year 2020 candidate project - McDonough Road over Flint River.

Public Works Director Phil Mallon briefed the Board regarding this item. Mr. Mallon stated that Georgia Department of Transportation (GDOT) had identified the bridge over the Flint River as a high priority project and would like to include it in the new bridge replacement program. He stated that Coastline Bridge over the railroad track was already in the program. The program was favorable because GDOT did all the work and the county would make a contribution to right-of-way cost. He stated that the request was for a letter of support from the Chairman on behalf of the Board to approve including this project in the candidate list of bridges to be evaluated. He stated that he thought these were federal funds and that it was coming from the House Bill 170 funds although he was not entirely certain. He stated that he had reached out to Clayton County, at the staff level, and they are supportive of the project and present this to their Board.

Commissioner Rousseau moved to approve to send a letter of support to Georgia Department of Transportation (GDOT), documenting Fayette County's support for the Local Bridge Replacement Program fiscal year 2020 candidate project - McDonough Road over Flint River. Commissioner Brown seconded.

Chairman Maxwell referenced the draft letter and stated that in the paragraph that state: "The board of Commissioners supports this project and agrees to pay the estimated land value along with a portion of the associated legal fees and acquisition expenses..." He stated that he assumed that was on the Fayette County side of the bridge.

Mr. Mallon stated that GDOT would enter into an agreement with Fayette County if the project proceeded and Fayette County would be responsible for the land acquisition on both sides. He stated that he was suggesting that the county enter into an intergovernmental agreement (IGA) with Clayton County to prorate those funds. He stated that he spoke to the staff at Clayton County and they were agreeable to that agreement.

Commissioner Brown asked if the IGA should come before the letter. Mr. Mallon stated that the IGA should come before entering into an agreement with GDOT, but the letter at this point was only to express that the county was supportive of the project.

Mr. Rapson stated that GDOT was recommending one jurisdiction be the primary jurisdiction and that would be Fayette County. He stated that staff would not move forward with the project until there was an IGA in place with Clayton County to pay their share.

Commissioner Rousseau amended the motion.

Commissioner Rousseau amended the motion to approve to send a letter of support to Georgia Department of Transportation (GDOT), documenting Fayette County's support for the Local Bridge Replacement Program fiscal year 2020 candidate project - McDonough Road over Flint River once an intergovernmental agreement was signed with Clayton County. Commissioner Brown amended the second.

Commissioner Oddo stated that it was not certain that GDOT would even do the project. He stated that the letter was to let GDOT know that the county supported the project.

Commissioner Rousseau stated that the conversation with Clayton County, at this point, was only at the staff level. He stated that the Clayton County Board of Commissioners had not done anything.

Mr. Mallon reminded the Board that there was a tight deadline of October 29 to respond to GDOT.

Vice Chairman Ognio stated that the project would have to come back to the Board in the amount the county would be responsible for and at that time, the Board would not approve until an IGA was in place.

Commissioner Rousseau amended the motion to approve to send a letter of support to Georgia Department of Transportation (GDOT), documenting Fayette County's support for the Local Bridge Replacement Program fiscal year 2020 candidate project - McDonough Road over Flint River pending an intergovernmental agreement (IGA) with Clayton County. Commissioner Brown amended the second. The motion passed 5-0.

28. Consideration of the Transportation Committee's recommendation for the Antioch & Goza Road intersection (2017 SPLOST 17TAO & 2004 SPLOST I-13).

Public Works Transportation Engineer Joe Robison briefed the Board regarding this project. He stated that a few months ago the Board discussed Antioch and Goza Road and made the comment that it was working and why did we need to build it. He stated that the Board sent it to the Transportation Committee (TC) for review. He stated that it was studied and the engineering department was bringing a recommendation to the Board. He stated that the TC thought the four-way intersection had not been in place long enough to make a recommendation on whether to move forward with a roundabout or to stay with the four-way intersection. He stated that the TC recommendation was to let it stay as a four-way stop for six additional months and then come back to see how effective the four-way stop intersection was holding up and after that time bring back a recommendation to the Board. He stated that the Antioch Road paving had been delayed because of the intersection. The intersection was not included in the road department's resurfacing of the road. He stated that the TC was making a recommendation to move forward and pave Goza Road and Antioch Road and reestablish as a four-way stop until the study period was completed. He stated that in the Comprehensive Transportation Plan, Goza Road was contemplated to be a major east/west connector through the county. He stated that one of the two options was the roundabout. He reported that the roundabout design was 100% complete and was ready to be sent out for bid pending Board direction. He stated that the four-way stop had been there for the last ten months. Prior to the last ten months there were 10 accidents with 12 injuries and one fatality at this intersection. Since the four-way stop was added there have been 3 accidents with one injury with one complaint. He stated that it was a big reduction in the last 10 months. He stated that the funding to-date was \$1,100,000 and \$3,993 that have spent on right-of-way acquisition. He stated that the 2004 SPLOST fund was still in excess of \$1,000,000. He stated that the estimates for the construction of the intersection was \$750,000.

Commissioner Oddo stated that when this issue came up the Board had to act quickly. He stated that he recalled that the Board would decide if that would be the ultimate answer or not. He stated that this had given the Board time to collect this data which showed a mark improvement and since that time there have been other developments in the county and in the road department. He stated that he thought things had changed and that it was responsibility, on the part of the Board to review this for a while longer. He stated that if this was doing the job then maybe the Board could look at other areas that need attention. He stated that he was supportive of waiting six months before making a decision.

Commissioner Brown stated that it was 2004 SPLOST dollars and one of his biggest criticism was that the county could not generate projects fast enough. He stated that the Board promised the people who complained about the intersection that there would be a roundabout. He stated that he was not willing to let it go any further. He stated that the fact was, that there had only been 3 accidents, as opposed to 10 accidents prior, but there were still 3 accidents at that intersection.

Chairman Maxwell asked if it really was only \$4,000 invested in this project. Mr. Robison stated that there were monies taken from the 2017 SPLOST for engineering design of the roundabout and for the temporary transition of the four-way stop. The \$3,993 mentioned earlier was only for right-of-way acquisition.

Mr. Mallon stated that the purpose of the slide (showing the funding amounts) was to show the amount of money available to use on the project. Chairman Maxwell stated that his point was whether it was \$4,000 or \$40,000 there was some bigger number spent on engineering the intersection for a roundabout. Mr. Robison stated yes.

Chairman Maxwell stated that when this item was on the agenda the room was packed with individuals that had stories of tragedies that happened at this intersection including fatality. He stated that this was part of a cost benefit analysis that he would not be a part of. He stated that he was not going to wait until the next fatality or injuring to decide. He stated that the Board decided to go with the roundabout. He stated that if there was a roundabout there might have been no accidents in a 10-month period. He stated that he was not sure why no one was in the room to talk about this project.

Vice Chairman Ognio stated that for clarity, in the 2017 SPLOST project list it stated that it would be up to and possibly including a roundabout. He stated that it did not say it would be a roundabout in the 2017 SPLOST. He stated that the county should do its due diligence to study this for six months. He stated that on the engineering report, when they showed the four-way stop situation, the four-way stop actually had less accidents than the roundabout. The roundabout had less severe accidents over a long period of time. He stated that the report even stated that it was good until about 2025 as a four-way stop. He stated that his issue was if the money was spent on this roundabout and people are moved safely through this one and there was another dangerous intersection and no money to fix it, and someone was injured, then how would the Board explain that.

Chairman Maxwell asked where the other intersection was located. Vice Chairman Ognio stated that there were several others. Chairman Maxwell stated that this intersection was the one that the Board said was the priority. He stated that no one said that any other intersection was of a greater priority.

Vice Chairman Ognio stated that no one on the Board had any indication that the four-way stop would be this successful. He stated that there have been 3 accidents at a reconfigured intersection which was not uncommon when an intersection was reconfigured.

Commissioner Brown stated that he did not put much faith in transportation models and that he had 20 years of experience of where transportation models have failed.

Commissioner Oddo stated that it concerned him that when the Board discussed this intersection, the goal was to make the intersection safe. He stated that the Board did not know if that meant a four-way stop or roundabout would do it. He stated that the Board decided to do the four-way stop in the meantime and the four-way stop seemed to be working. He stated that it was his understanding that the goal was to make the intersection safer and that had happened. He stated that the question was can more data be collected by waiting.

Commissioner Brown stated that the money could only be used for a 2004 SPLOST project.

Vice Chairman Ognio stated that he did go by Mr. Doolittle's house, but he was out of town. He knew this item was on the agenda.

Commissioner Brown moved to proceed with the roundabout as instructed at the previous meeting. Chairman Maxwell seconded.

Commissioner Rousseau stated that there was a compelling argument that when the Board approached the citizens with the SPLOST project list that this project was on that list. He stated that there was also an argument that with the individuals that serve on the TC have assisted in making a priority list. He stated that the Board had tried to follow the recommendations given by staff and his colleagues. He stated that the Board had a commitment to do something and on that SPLOST list was a roundabout. He stated that at the same time it was wise and prudent for the Board to also look at what the current measures have accomplished. He stated that he did not know how to get out of that because of the issue it would bring with the 2017 SPLOST money that would not be spent on a projected project that we asked the public to approve. He stated that if the argument was safety, that there were numerous intersections that meet that criteria. He stated that he would like the Board to show the same degree of passion when addressing that issue. He stated that he believed in that sector of the county versus Highway 92 and Westbridge that there was more traffic flow at that intersection than at Antioch and Goza.

Commissioner Brown stated that he believed that GDOT would be taking care of that problem because it had already meet the warrants. Commissioner Rousseau stated that Westbridge and Highway 92 was not in the county's control, but Antioch and Goza was in control of the county. He stated that he was willing to see the data in six months, but he would be hard pressed to say that the roundabout should not occur.

The discussion continued.

Vice Chairman Ognio stated that there had been multiple deaths at Porter Road and Highway 85 was a dangerous intersection. Highway 92 at Goza and Inman Road near the school was a terrible intersection. He stated that staff had done a great job staying in budget for the 2017 SPLOST projects. He stated that there were just not enough funds to fix all the traffic issues.

Commissioner Brown moved to proceed with the roundabout as instructed at the previous meeting. Chairman Maxwell seconded. The motion failed 2-3. Vice Chairman Ognio, Commissioner Rousseau and Commissioner Oddo voted in opposition.

Commissioner Oddo moved to accept the Transportation Committee's recommendation to wait six months and gather more data before making a determination of whether to move forward and to pave Antioch Road. Vice Chairman Ognio seconded. The motion passed 3-2. Chairman Maxwell and Commissioner Brown voted in opposition.

Chairman Maxwell stated that Commissioner Rousseau informed him that he would have to leave the meeting at 10:30 p.m. Commissioner Rousseau had left the meeting.

29. Recommendations/Briefing for the SR 74 Comprehensive Corridor Study (GDOT PI # 0015076 / ARC No. FA-357).

Mr. Mallon stated that this was a presentation and no Board action was being requested. He stated that the county was in the mist of three large transportation plans studies to update to the transportation plan. He stated that this was the last of the four presentations on this study. He stated that they had meet with the Town of Tyrone, Peachtree City and the City of Fairburn. He continued that the draft document would be posted for 30 days. He turned the presentation over to Mr. Eric Lusher, the lead project manager with POND & Company.

Mr. Lusher gave a presentation. The presentation included the following:

Purpose of Study: establish a unified vision for the corridor, understand long term transportation needs, address congestion and future growth needs and to provide capacity to maintain corridor mobility.

Recommendations: vehicle improvements (superstreets; RCUTs, J-Turns, MUTs), bicycle and pedestrian improvements, transit and TDM improvements and framework for consistency

Commissioner Brown stated that his heartburn was the lack of participation from the City of Fairburn. He stated that currently they have not maintained the framework and consistency. He stated that he had yet to see any commitment from the City of Fairburn and if that lack of commitment remained, what would that do to the proposed reduction times and savings.

Mr. Lusher stated that the Fairburn portion of the corridor was primarily addressed, not by the superstreet concept, but by the interchange project. He stated that the project was not just the interchange, but also the widening SR74.

Commissioner Brown asked if multi-use trails were in GDOT's right-of-way. Mr. Lusher stated that there were opportunities to do that via easements. Commissioner Brown stated that the expectation was that the majority of the multi-use trail would be in GDOT's right-of-way with minimum acquisition cost. Mr. Lusher stated yes.

There was no vote given on this item.

30. Discussion regarding government enforcement related to dog attacks; specifically, the protocol for handling dog attacks and whether the county ordinance conflicts with state law.

This item was removed from discussion at the acceptance of the agenda.

PUBLIC COMMENT: None

ADMINISTRATOR'S REPORTS:

- A. Contract #1221-P: Water System Engineer of Record Task Order #FC-19-10: Landfill Compliance Monitoring
- B. Contract #1577-S: Longview Dam Engineering Services

Selection Committee-Recreation Committee: Commissioner Brown moved to appoint Commissioner Oddo and Commissioner Rousseau to the Selection Committee for the Recreation Committee. Vice Chairman Ognio seconded. The motion passed 4-0. Commissioner Rousseau left the meeting.

Certificate of Need from Piedmont Fayette: Mr. Rapson stated that the county received a Certificate of Need from Piedmont Fayette Hospital. He stated that they were required to provide notice to the county. He stated that it was a \$3 million project for an Interventional Radiology Suite.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were two items of pending litigation, one involving land acquisition and the review of the Executive Session Minutes for September 27, 2018.

COMMISSIONERS' REPORTS:

Commissioner Brown:

Mowing: Commissioner Brown stated that regarding the grass cutting and GDOT's schedule that it was inferred that staff was not using GDOT's schedule but mowing across their schedule. Mr. Mallon stated that staff was working around GDOT's schedule to the best of their ability. He stated that staff was coordinating as best possible at the moment.

Status of bridge replacement on SR85/Starr's Mill: Commissioner Brown stated that the last he heard they were entering design phase. He asked if there was any update. Mr. Mallon stated that it was in early design stage and they are working on the hydrology to get the floodplain studies approved through FEMA.

Commissioner Brown asked what the county could do to lobby for the bridge to have an esthetic significance to match Starr's Mill. Mr. Mallon stated that the letter that was sent a year ago was well received. He stated that the consultant informed him that there was nothing else the county needed to do. He stated that he would follow up on the progress. Commissioner Brown requested staff to have the references regarding areas of historical significance and community design to have handy to reference if needed. **Peachtree City Rowing Club**: He congratulated the Peachtree City Rowing Club on winning gold at the national competition. He stated that they would be recognized at the next meeting.

Vice Chairman Ognio:

Happy Birthday: Vice Chairman Ognio shared that October 26 would have been his sister's 54th birthday. He stated with this being Breast Cancer Awareness Month he wanted to mention her.

He wished everyone a Happy Halloween!

Commissioner Oddo:

Thank you: Commissioner Oddo thanked everyone for coming and putting up with the Board.

EXECUTIVE SESSION:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were two items of pending litigation, one land acquisition and the review of the Executive Session Minutes for September 27, 2018.

<u>Two Items of Pending Litigation, One Item of Land Acquisition and review of the September 27, 2018 Executive Session</u> <u>Minutes:</u> Commissioner Brown moved to go into Executive Session. Vice Chairman Ognio seconded. The motion passed 4-0. Commissioner Rousseau had left the meeting.

The Board recessed into Executive Session at 10:56 p.m. and returned to Official Session at 12:00 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Brown seconded. The motion passed 4-0. Commissioner Rousseau had left the meeting.

Approval of the September 27, 2018 Executive Session Minutes: Vice Chairman Ognio moved to approve the September 27, 2018 Executive Session Minutes. Vice Chairman Ognio seconded. The motion passed 4-0. Commissioner Rousseau had left the meeting.

ADJOURNMENT:

Commissioner Brown moved to adjourn the October 25, 2018 Board of Commissioners meeting. Vice Chairman Ognio seconded. The motion passed 4-0. Commissioner Rousseau had left the meeting.

The October 25, 2018 Board of Commissioners meeting adjourned at 12:01 a.m.

Tameca P. White, County Clerk

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 8th day of November 2018. Referenced attachments are available upon request at the County Clerk's Office.

COUNTY AGENDA REQUEST

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Department:	County Administrator	Presenter(s):	Steve Rapson, Cour	nty Administrator
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #9	
Wording for the Agenda:				
	ewal of a Lease Agreement between r 1, 2018 and expire at midnight on <i>i</i>	Fayette County and the Fayette Cou August 31, 2023.	unty Development Aut	hority to
Background/History/Detai	ls:			
In 1996, the Fayette Cou	nty Board of Commissioners approv	ed a lease agreement with the Fayet	te County Developme	ent Authority for
the use of the Old Courth	ouse located at 200 Courthouse Sq	uare, Fayetteville, Georgia.		
This item is the request to	o renew the lease agreement betwee	en the County and the Development	Authority	
	forew the loade agreement betwee		ramony.	
		2		
	ing from the Board of Commissioner			
1	5	nty and the Fayette County Developr	ment Authority to com	mence on
September 1, 2018 and e	expire at midnight on August 31, 202	3.		
If this item requires fundin	g, please describe:			
Has this request been cor	nsidered within the past two years?	No If so, when	n?	
Is Audio-Visual Equipmer	t Required for this Request?*	No Backup Pi	rovided with Request?	? Yes
All audio-visual material	I must be submitted to the County	Clerk's Office no later than 48 hou	urs prior to the meet	ing. It is also
our department's respo	nsibility to ensure all third-party a	udio-visual material is submitted a	at least 48 hours in a	dvance.
			r	
Approved by Finance	Not Applicable	Reviewed	by Legal	
			[
Approved by Purchasing	Not Applicable	County Cl	erk's Approval	Yes
Administrator's Approval			E.	
Staff Notes:				

STATE OF GEORGIA

COUNTY OF FAYETTE

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____ 2018, by and between FAYETTE COUNTY, GEORGIA, with a mailing address of 140 Stonewall Avenue, Fayetteville, Georgia 30214, hereinafter referred to as "Landlord," and the FAYETTE COUNTY DEVELOPMENT AUTHORITY , with a mailing address of 200 Courthouse Square, Fayetteville, Georgia 30214, hereinafter referred to as "Tenant."

I. <u>PREMISES</u>.

Landlord hereby leases and demises to Tenant and Tenant hereby leases and takes from Landlord the following space, hereinafter called "the Premises":

That commercial space containing approximately 16,092 square feet, in a building owned by the Landlord on real property located in Land Lot 123 of the 5th Land District of Fayette County, Georgia. The location of the premises is commonly known as 200 Courthouse Square, Fayetteville, Fayette County, Georgia.

II. <u>MAINTENANCE</u>.

Landlord shall have the responsibility of maintaining the exterior of the premises including landscape as well as mechanical, plumbing, electrical, heating, ventilating and air conditioning systems in the Premises.

Tenant shall promptly repair at its expense any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property regardless of fault or by whom such damage may be caused, unless caused solely

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by the affirmative acts of negligence of Landlord, its agents or employees. In the event Tenant fails to make such repairs, Landlord may at its option but need not, make same and Tenant agrees to pay the Landlord as additional rent the cost thereof promptly upon demand by Landlord. Tenant shall not overload the electric wiring or utilities serving the Premises or located within the Premises and shall install at Tenant's sole expense, after first obtaining Landlord's written approval, any additional electric wiring which may be required in connection with Tenant's apparatus, equipment or fixtures.

III. <u>UTILITIES</u>.

Landlord shall pay for all electricity, gas, heat, water, sewerage and other utilities to be used in or upon the Premises. Tenant shall operate the heating and cooling systems in the Premises so as to reasonably heat or cool the same.

IV. <u>LEASE TERM</u>.

This Lease Agreement shall be binding upon the parties from the date hereof, it being understood and agreed that the term of this Lease shall commence on the 1st day of September, 2018, and shall end at midnight on August 31, 2023. The Tenant shall have the option of renewing this Lease Agreement for an additional two (2) five (5) year periods; provided, written notice of the Tenant's intention to renew this Lease is delivered to the Landlord at least ninety (90) days prior to the expiration of the original lease term.

V. <u>RENT</u>.

Tenant shall occupy the Premises free of rent for the term of the Lease plus any extensions thereof except as provided in Paragraph XIV. In consideration of the aforementioned rent provision, Tenant shall provide the service of promoting economic development throughout Fayette County within the power provided it by Georgia law.

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VI. <u>TENANT'S USE OF PREMISES</u>.

Tenant shall use the Premises for development of industry, commerce and tourism. Only functions directed toward the accomplishment of these goals shall be permitted on the Premises. The Landlord agrees to allow the serving, though not the sale, of alcoholic beverages on the Premises.

VII. <u>ALTERATIONS TO PREMISES</u>.

Landlord agrees to contribute up to \$30,000.00 towards renovations to the Premises. Any change in the architectural treatment of the Premises must have the approval of the Landlord.

VIII. <u>INSPECTION BY LANDLORD</u>.

Tenant shall permit Landlord, its agents and employees to enter all parts of the Premises during Tenant's business hours for the purpose of inspecting the same and enforcing any provision hereof, provided, however, that Tenant has the right to keep protected and secured from Landlord information it reasonably deems confidential and protected in the furtherance of it economic development activities which shall not be available to Landlord without obtaining advance approval of Tenant, which approval shall not be unreasonably withheld.

IX. LOCATION OF EQUIPMENT BY LANDLORD.

Landlord shall have the exclusive right to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and other mechanical equipment servicing, the Premises.

X. <u>FIXTURES</u>.

All trade fixtures, signs or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time; provided that Tenant shall at Tenant's sole expense promptly repair any damage to the Premises in removing trade fixtures, signs or personal property. The term "trade fixtures" shall not include carpeting, floor coverings, attached shelving, lighting fixtures other than freestanding lamps, wall coverings or similar Tenant improvements which shall become the property of Landlord upon surrender of the Premises by Tenant regardless of the reason.

XI. <u>SURRENDER OF PREMISES IN PROPER REPAIR</u>.

Tenant shall surrender the Premises at the expiration of the lease term herein or at such other time the Tenant may be required to vacate the Premises pursuant to the provisions hereof, broom clean and in as good condition as when received, excepting depreciation caused by ordinary wear and tear and damage by fire or other casualty covered by insurance.

XII. <u>INSURANCE</u>.

Tenant hereby indemnifies and holds Landlord harmless from and against any and all claims, actions, damages, liabilities and expenses resulting from or connected with any loss of life, personal injury and/or damage to personal property, arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees, licensees and invitees. Tenant further indemnifies, releases from liability and holds Landlord harmless from damages, abatement of rent or otherwise for any damages sustained by Tenant or any other person due to the Premises, or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by fire, water, snow, windstorm, tornado, gas, steam, electric wiring, sprinkler system, chilled water system, plumbing and heating apparatus and from any acts or omissions of co-tenants or other occupants of the Premises. The foregoing to the contrary notwithstanding, in no event shall Tenant be required to

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indemnify Landlord against losses resulting from affirmative acts of proven negligence solely on the part of Landlord, its agents, contractors or employees, provided that in no event shall Landlord be liable with respect to water damages of any nature whatsoever.

XIII. DAMAGE OR DESTRUCTION DUE TO INSURED CASUALTY.

In the event the Premises shall be damaged to an extent greater than the amount specified in any deductible provision of Landlord's insurance policies due to fire, the elements, unavoidable accident or other casualty covered in usual policies of fire and extended coverage insurance or otherwise covered by Landlord's insurance, and the cost of repairing such damage shall not equal sixty percent (60%) of the fair replacement value of the premises (not including Tenant's personal property or fixtures) immediately prior to such damage, Landlord shall cause the damage to the Premises (not including Tenant's personal property or fixtures) to be repaired with due diligence, and this Lease shall continue in full force and effect. If the cost of restoring the Premises (not including Tenant's personal property or fixtures) to their condition prior to damage from any of the aforementioned causes shall equal or exceed sixty percent (60%) of the fair replacement value immediately prior to such damage, or if the Premises are damaged by a casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within sixty (60) days after the date on which the damage occurs, whereupon this Lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted as of said date. In the event Landlord fails to give such notice, this Lease shall continue, and Landlord shall cause the Premises (not including Tenant's personal property or fixtures) to be repaired and restored with due diligence. The minimum rental shall be abated for the period during which the Premises are unfit for occupancy or for the usual conduct of Tenant's business as a result of such casualty loss.

XIV. <u>TRANSFER OF TENANT'S INTEREST</u>.

Tenant shall not transfer or assign this Lease in whole or in part, nor sublet all or any part of the Premises, without first obtaining the written consent of Landlord. Consent by Landlord to any such transfer, assignment or subletting hereunder shall not constitute a waiver of the necessity for such consent to any subsequent transfer, assignment or subletting. Landlord shall not be required to release Tenant from any of the covenants and obligations of Tenant hereunder by reason of Landlord's approval of any assignment or subletting by Tenant. Any attempt at transfer, assignment or subletting by Tenant by operation of law or otherwise without the express written consent of Landlord shall be void and of no force and effect.

The Tenant further agrees that all rents or other fees collected by the Tenant shall be remitted to the Landlord within 15 days.

XV. <u>PERFORMANCE BY TENANT</u>.

Tenant covenants and agrees to perform all obligations expressed on its part to be performed hereunder, to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord and to take such actions as are required by Landlord as part of Tenant's performance hereunder in accordance with the provisions of Landlord's notice requiring su.ch actions.

XVI. TENANT COVENANTS - RENT AND OTHER CHARGES.

Tenant covenants and agrees to pay to Landlord all sums due Landlord for rent, additional rent, costs, charges or reimbursements hereunder at the times and in the manner set forth herein without set-off, demand or notice which demand and notice tenant hereby waives.

XVII. <u>REMEDIES OF LANDLORD</u>.

In the event of default by Tenant hereunder Landlord may at its option invoke all of the

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remedies set forth in this paragraph or otherwise available (in law or equity) to Landlord under the laws of the United States or the State of Georgia. In the event Tenant shall not commence and proceed diligently to effectuate any actions required by Landlord as specified in any notice given Tenant hereunder, to the satisfaction of Landlord, Landlord may at its sole discretion do such things as are specified in said notice, and Tenant hereby grants to Landlord access to the Premises if same is required by Landlord in furtherance hereof. Landlord shall have no liability to Tenant for any loss or damage whatsoever resulting from such entry or such action by Landlord. In the event that Tenant: (A) fails to pay all or any portion of any sum due from Tenant hereunder for rent, additional rent, costs, charges or reimbursement for sums advanced by Landlord on Tenant's behalf hereunder or pursuant to any exhibit hereto within ten (10) days following notice; (B) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (C) fails to take such actions in accordance with the provisions of written notice from Landlord as are required by Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof; (D) commits waste to the Premises or removes any improvements or betterments thereto; (E) fails to conduct business in the Premises as required by this Lease or abandons the Premises or the Premises appear to be abandoned; (F) commits an act in violation of the Lease which Landlord has previously notified Tenant to cease more than once in the lease year; (G) is otherwise in default hereunder and shall not have cured such default within ten (10) days following written notice from Landlord; then and in such event, Tenant shall be in default hereunder and Landlord may at its option and without further notice to Tenant, reenter and resume possession of the Premises and declare this Lease and/or Tenant's rights of possession hereunder to be terminated and may thereupon remove all persons and property from the Premises, with or without resort to process of any court, either by force or

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otherwise. Notwithstanding such reentry by Landlord, Tenant hereby release, indemnifies and holds Landlord harmless from and against any and all loss or damage which Tenant may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder. No reentry and/or reletting shall be construed as Landlord's election to terminate this Lease unless Landlord has notified Tenant in writing of Landlord's election to so terminate.

In the event that Landlord terminates Tenant's right to possession for breach of this Lease Agreement, but does not terminate this Lease, then Tenant shall pay to Landlord all arrearages in minimum rentals, additional rental, costs, charges and reimbursements due and unpaid. Tenant shall in addition remain liable for all minimum rentals, costs, charges, additional rentals and Landlord reimbursements as reserved herein. Tenant shall pay all such rentals and additional charges as same become due under the terms of this Lease, together with all attorney's fees and other expenses incurred by Landlord in regaining possession.

XVIII. <u>ASSIGNMENT</u>.

The covenants, conditions and agreements herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease in its sole discretion, and it is further agreed, anything to the contrary herein contained notwithstanding, that in the event Landlord sells its interest in the Premises, Landlord shall be relieved of all further obligations hereunder.

XIX. <u>QUIET ENJOYMENT</u>.

Tenant shall, subject to the provisions hereof, peaceably and quietly hold and enjoy the

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Premises during the term hereof without hindrance or interruption by Landlord so long as Tenant performs and observes all of the terms, covenants and conditions to be performed and observed by Tenant hereunder and pays all sums due from Tenant for rent or reimbursement for sums due Landlord on Tenant's behalf in accordance with the provisions hereof.

XX. <u>ENTIRE AGREEMENT</u>.

This Lease sets forth the entire agreement between the parties concerning the Premises and no subsequent agreement, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

XXI. <u>ADDRESSES – NOTICES</u>.

All notices required or permitted to be given hereunder shall be in writing, delivered in person or sent by registered or certified mail, return receipt requested, to Landlord at 140 Stonewall Avenue, Fayetteville, Georgia 30214 or such other address as Landlord may designate by written notice to Tenant, and to the Tenant at the address of the Premises. The time of postmark shall be deemed the time of "receipt" of notices as that term is used herein.

XXII. <u>CAPTIONS – HEADINGS AND REFERENCES</u>.

The Captions, Section Numbers and Article Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Sections of this Lease, or in any way affect this Lease. The use of the terms "hereof," "hereunder," and "herein" shall refer to this Lease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter as applicable shall be assumed in each case to be fully expressed.

XXIII. <u>RELATIONSHIP OF THE PARTIES</u>.

This Lease shall in no way create the relationship of employer and employee; master and

servant; principal and agent; partnership; or partner or joint venture between Landlord and Tenant. This Lease shall not result in the creation of an estate for years in Tenant. Accordingly, Tenant shall have only a usufruct not subject to levy or sale.

XXIV. <u>GEORGIA LAW</u>.

The laws of the State of Georgia shall govern the interpretation, the validity, performance and enforcement of this Lease.

XXV. <u>SEVERABILITY</u>.

In the event any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the full extent permitted by law.

XXVI. <u>TIME IS OF THE ESSENCE OF THIS LEASE</u>.

Time is of the essence of this lease.

XXVII. <u>REPRESENTATIONS.</u>

Tenant acknowledges that neither Landlord nor Landlord's agents, employees, or contractors have made any representations or promises with respect to the Premises or this Lease except as expressly set forth herein and that Tenant shall have no claim, right or cause of action based on or attributable to any representation or promise allegedly made by Landlord, its agents, employees or contractors which is not expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to duplicate copies of this Lease Agreement the day and date first above written.

LANDLORD:	FAYETTE COUNTY, GEORGIA	
Attest:	By: Chairman	
Clerk		
Notary Public		
TENANT:	FAYETTE COUNTY DEVELOPMENT AUTHORITY	
Attest:	By: Chairman	
Secretary		
Notary Public		

 $H: \label{eq:FCDAL} FCDAL ease with Fayette County. Redline. 082918$

COUNTY AGENDA REQUEST

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Department:	Board of Commissioners	Presenter(s):	Vice Chairman Og	nio and Brown
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #1	0
Wording for the Agenda:	[.)	<u> </u>	
Consideration of a recom	mendation from the Selection Comr eron LaFoy the Fayette County Publi	•		
Background/History/Detail	S:			
The Public Arts Committee	ee was established in 2014 with the vironment, and to enrich the lives of			
County Public Arts Comm	oard of Commissioners approved an nittee, to provide for terms of office, eetings, the removal of members, ar	the initial membership, the filling of	vacancies, the taking	
The position was previou	sly held by Martha Aikin.			
What action are you seeki	ng from the Board of Commissioner	s?		
	eron LaFoy to the Fayette County P		n beginning June 1, 2	2018 and expiring
If this item requires fundin	a nlease describe:			
Not Applicable.				
Has this request been cor	nsidered within the past two years?	No If so, whe	en?	
Is Audio-Visual Equipment Required for this Request?*		No Backup I	rovided with Request? Yes	
	l must be submitted to the County nsibility to ensure all third-party a			0
Approved by Finance	Not Applicable	Reviewe	d by Legal	
Approved by Purchasing	Not Applicable	County C	Clerk's Approval	Yes

Administrator's Approval
Staff Notes:

APPLICATION FOR APPOINTMENT



Fayette County Public Arts Committee

Fayette County's Public Arts Committee has been established by the Fayette County Board of

Commissioners. The purpose of the Public Arts Committee is to make recommendations to the Board of

Commissioners of Fayette County as to find ways to use art to enhance the County's reputation, to

contribute to the civic environment, to enrich the lives of citizens and visitors through the involvement of

amateur and professional artists, and to integrate public arts throughout Fayette County. Fayette

County's Public Arts Committee offers opportunities and support to citizens, emerging students, amateur

and professional artists, arts education resources, and public beautification arts projects. Its mission is to

change the way the Fayette County community approaches arts and culture. The goal of the Fayette

County Public Arts Committee is to become a leader in the arts through conceptualizing, implementing,

organizing, and executing art projects and programs for the citizens.

The Public Arts Committee meets the first Wednesday and third Monday of each month at 7:00 p.m.

Please take a few minutes to complete the application and return it with a resume, if available,

to Tameca White, County Clerk, at twhite@fayettecountyga.gov or 140 Stonewall Avenue, West,

Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, August 31, 2018.

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia

Open Records Law.

NAME : Cameron LaFoy

ADDRESS : 160 Walker Ave. Fayetteville GA, 30215

TELEPHONE : (email address) :

Signature	Date
olghacare	Date

APPLICATION FOR APPOINTMENT

Fayette County Public Arts Committee

- How long have you been a resident of Fayette County?
 I have been a Fayette County resident since 2006
- Why are you interested in serving on the Fayette County Public Arts Committee?
 I believe that Fayette County has shown itself to be a true artistic hub in the south metro area, and I want to make sure that reputation is cultivated and promoted.

3. What qualifications and experience do you possess for appointment to the Public Arts

Committee?

I am a volunteer with many of the chalk art installations here in Fayette County and have been personally involved in the Fayette County Chalk Festival since its inception. I have volunteered extensively at The Horizon Theatre in Atlanta, and have many friendships and acquaintances within the theatre community in and around metro Atlanta. I was an avid theatre performer in my high school years at Forest Park High School, performing under the direction of Dr. Richard McMichen, and even reunited with him for a community production of Lin Manuel-Miranda's "In the Heights" a few years ago with the ECHOstage players of East Coweta High. I have a musical background, having sung under the direction of Marion Williams, And Chris Fowler with both the Tara Choral Guild, and The Excelsior Community Choir, as well as performing with the Tara Winds Ensemble under Dr. David Gregory. I was also a student of Marion Williams in my youth.

Additionally, I was part of a professional improvisational comedy troupe called "Phunny Bizness" from 1992-1998.

List your recent employment experiences to include name of company and position

I Have worked for YRC freight in Marietta GA since February of 1999, and for the last 3 years have been the Safety Trainer/Orientation Coordinator for both the Marietta terminal and South Atlanta terminal located in Conley GA.

5. Do you have any past experience relating to the Public Arts Committee? If so, please describe.

As stated before, I have been a volunteer with the chalk art events in Fayette County, as well as some volunteer work with the Kindness Rocks project of Fayette County as well. My Wife, Kate LaFoy, is a former member of the Fayette County Arts Committee, but had to resign the position due to time constraints at work.

6. Are you currently serving on a Committee/board/authority or in and elected capacity with

any government? No

7. Have you attended any Public Arts Committee meetings in the past two years and, if so,

how many? If memory serves, I have been present at 2 Committee meetings in the past 2 years.

8. Are you willing to attend seminars or continuing education classes at county expense? Yes

9. What is your vision of the county's future related to the duties of the Public Arts

Committee?

I want to see the arts scene and community of Fayette County flourish and thrive... To be just as vibrant as the people who live here. There is a definite need for continuing promotion of the arts and the artistic way of thinking in our community, and I want to help in any way that I can for that to become a reality now and for the future.

10. Would there be any possible conflict of interest between your employment or your family

and you serving on the Public Arts Committee? None that I can think of

11. Are you in any way related to a County Elected Official or County employee? If so, please

describe. No

12. Describe your current community involvement. I do volunteer already with several of the arts projects in Fayette County.

13. Have you been provided a copy of the county's Ethics Ordinance? Yes

14. Is there any reason you would not be able to comply with the Ethics Ordinance? No

COUNTY AGENDA REQUEST

Page 67 of 323

Deportment	Doord of Commission		Vice Chairman O	ania and Draw
Department:	Board of Commissioners	Presenter(s):	Vice Chairman O	gnio and Brown
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #	11
Wording for the Agenda:				
1	mendation from the Selection Comm I Guyton the Fayette County Public <i>I</i>	•		
Background/History/Detail	S:			
	ee was established in 2014 with the p rironment, and to enrich the lives of c			
County Public Arts Comm	oard of Commissioners approved an nittee, to provide for terms of office, the eetings, the removal of members, and	he initial membership, the filling of v	acancies, the takir	
The position was previous	sly held by Kate LaFoy.			
	ng from the Board of Commissioners			
Approval to appoint Danie 31, 2020.	el Guyton to the Fayette County Publ	lic Arts Committee to serve a term b	eginning June 1, 2	018 and expiring May
If this item requires funding Not Applicable.	g, piease describe:			
Has this request been cor	nsidered within the past two years?	No If so, whe	n?	
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup P	rovided with Requ	est? Yes
All audio-visual material	must be submitted to the County	Clerk's Office no later than 48 ho	urs prior to the m	eetina. It is also
	nsibility to ensure all third-party at		,	0
Approved by Finance	Not Applicable	Reviewed	l by Legal	
Approved by Purchasing	Not Applicable	County C	lerk's Approval	Yes
Administrator's Approval				

Staff Notes:



APPLICATION FOR APPOINTMENT Fayette County Public Arts Committee

Fayette County's **Public Arts Committee** has been established by the Fayette County Board of Commissioners. The purpose of the Public Arts Committee is to make recommendations to the Board of Commissioners of Fayette County as to find ways to use art to enhance the County's reputation, to contribute to the civic environment, to enrich the lives of citizens and visitors through the involvement of amateur and professional artists, and to integrate public arts throughout Fayette County. Fayette County's Public Arts Committee offers opportunities and support to citizens, emerging students, amateur and professional artists, arts education resources, and public beautification arts projects. Its mission is to change the way the Fayette County community approaches arts and culture. The goal of the Fayette County Public Arts Committee is to become a leader in the arts through conceptualizing, implementing, organizing, and executing art projects and programs for the citizens.

The Public Arts Committee meets the first Wednesday and third Monday of each month at 7:00 p.m.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca White, County Clerk, at <u>twhite@fayettecountyga.gov</u> or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, August 31, 2018**.

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME Daniel Gryton	DECENTEN
ADDRESS 210 Heritage Form L	
Foyetteville GA 30215	By By
TELEPHONE (home)	
(cell) Same	
(email address)	
	7/10/18
Signature	Date



APPLICATION FOR APPOINTMENT Fayette County Public Arts Committee

1. How long have you been a resident of Fayette County?

See Attached

- 2. Why are you interested in serving on the Fayette County Public Arts Committee?
- 3. What qualifications and experience do you possess for appointment to the Public Arts Committee?
- 4. List your recent employment experiences to include name of company and position.
- 5. Do you have any past experience relating to the Public Arts Committee? If so, please describe.
- 6. Are you currently serving on a Committee/board/authority or in and elected capacity with any government?
- 7. Have you attended any Public Arts Committee meetings in the past two years and, if so, how many?
- 8. Are you willing to attend seminars or continuing education classes at county expense?
- 9. What is your vision of the county's future related to the duties of the Public Arts Committee?
- 10. Would there be any possible conflict of interest between your employment or your family and you serving on the Public Arts Committee?
- 11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
- 12. Describe your current community involvement.



APPLICATION FOR APPOINTMENT Fayette County Public Arts Committee

13. Have you been provided a copy of the county's Ethics Ordinance?

14. Is there any reason you would not be able to comply with the Ethics Ordinance?

APPLICATION FOR APPOINTMENT

Fayette County Public Arts Committee

Fayette County's Public Arts Committee has been established by the Fayette County Board of Commissioners. The purpose of the Public Arts Committee is to make recommendations to the Board of Commissioners of Fayette County as to find ways to use art to enhance the County's reputation, to contribute to the civic environment, to enrich the lives of citizens and visitors through the involvement of amateur and professional artists, and to integrate public arts throughout Fayette County. Fayette County's Public Arts Committee offers opportunities and support to citizens, emerging students, amateur and professional artists, arts education resources, and public beautification arts projects. Its mission is to change the way the Fayette County community approaches arts and culture. The goal of the Fayette County Public Arts Committee is to become a leader in the arts through conceptualizing, implementing, organizing, and executing art projects and programs for the citizens.

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If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME Daniel Guyton

ADDRESS <u>210 Heritage Farm Ln, Fayetteville, GA 30215</u> TELEPHONE (home) (cell) <u>Same</u>

(email address)

Signature

Date

APPLICATION FOR APPOINTMENT

Fayette County Public Arts Committee

- 1. How long have you been a resident of Fayette County? <u>I moved to an</u> <u>apartment complex in Fayetteville in 2008. I moved into my current home in</u> <u>March, 2010.</u>
- 2. Why are you interested in serving on the Fayette County Public Arts Committee? <u>I have been heavily involved in the arts since 1995</u>, both as a <u>college student</u>, then a graduate student, and then as a professional. If I can <u>help promote the arts in my hometown in any way</u>, I would jump for the <u>opportunity</u>.
- 3. What qualifications and experience do you possess for appointment to the Public Arts Committee? <u>I currently serve as the Vice Chair of the</u> <u>Professional Division of the Georgia Theatre Conference. I am also the</u> <u>Education Coordinator of Onion Man Productions (a non-profit theatre</u> <u>company in Chamblee, GA). I am also the coordinator for the PlayWorks</u> <u>program of Georgia Thespian Conference. Until this past October, I served</u> <u>on the Board of Directors for Working Title Playwrights for two years. In</u> <u>addition, I teach theatre at the Fayetteville campus of Georgia Military</u> <u>College, and the Decatur campus of Georgia State University. I am also a</u> <u>professional playwright with 20+ years of experience, and over 400</u> <u>productions of my stage plays around the world.</u>
- 4. List your recent employment experiences to include name of company and position. <u>I am an adjunct Theatre Professor for Georgia Military College (Fayetteville campus). I am also an adjunct Theatre Professor at Georgia State University (Decatur campus). In addition, I teach ESL to children in China over the internet through 51Talk. I also work on an as-needed basis for Emory University and Life on Campus. Until 2014, I worked for the Department of Veterans Affairs in the Education department (Specifically, helping soldiers receive benefits under the GI Bill).</u>
- 5. Do you have any past experience relating to the Public Arts Committee? If so, please describe. <u>I have no experience with the Fayetteville Public Arts Committee, but I served on the Board of Directors for Working Title Playwrights for two years, and am currently Vice Chair of the Professional Division of the Georgia Theatre Conference, as well as the Education Coordinator for Onion Man Productions, and the coordinator for the PlayWorks program of Georgia Thespian Conference.</u>

6. Are you currently serving on a Committee/board/authority or in an elected capacity with any government? <u>I am not currently involved in any government committee or authority. I did work for the Department of Veterans Affairs for 4 years (2010-2014), and I worked for the IRS for one year in 2007. I am serving on two committees listed above, but they are not government related.</u>

1 . . .

- 7. Have you attended any Public Arts Committee meetings in the past two years and, if so, how many? <u>I have not. Truth be told, I was not aware that</u> <u>Fayetteville had a Public Arts Committee until a friend told me that they</u> were seeking appointees.
- 8. Are you willing to attend seminars or continuing education classes at county expense? Yes.
- 9. What is your vision of the county's future related to the duties of the Public Arts Committee? <u>I am heavily invested in the Theatre Arts, specifically, so I</u> would like to encourage more outreach in terms of theatre. I see a lot of shows at the Legacy Theatre in Tyrone, but I would love to see more options for the theatre-goers in this community. Legacy tends to focus on musical theatre, which is great fun. However, I would love to see a theatre that focuses on non-musical plays, especially new works by underrepresented voices, such as women and minority writers.
- 10. Would there be any possible conflict of interest between your employment or your family and you serving on the Public Arts Committee? <u>I can't</u> imagine why.
- 11. Are you in any way related to a County Elected Official or County employee? If so, please describe. <u>I am not related to any Elected Official or</u> <u>county employee.</u>
- 12.Describe your current community involvement. <u>I currently serve as the Vice</u> <u>Chair of the Professional Division of the Georgia Theatre Conference. I am</u> <u>also the Education Coordinator of Onion Man Productions (a non-profit</u> <u>theatre company in Chamblee, GA). I am also the coordinator for the</u> <u>PlayWorks program of Georgia Thespian Conference. Until this past</u> <u>October, I served on the Board of Directors for Working Title Playwrights</u> <u>for two years. In addition, I teach theatre at the Fayetteville campus of</u> <u>Georgia Military College, and the Decatur campus of Georgia State</u> <u>University. I am also a professional playwright with 20+ years of</u> <u>experience, and over 400 productions of my stage plays around the world. In</u>

addition, I taught acting with ActNet Entertainment here in Fayetteville for a little over a year, until the company moved to Pennsylvania.

13. Have you been provided a copy of the county's Ethics Ordinance? Yes.

14.Is there any reason you would not be able to comply with the Ethics Ordinance? I can see no reason why I would not be able to comply. DANIEL C. GUYTON 210 Heritage Farm Lane Fayetteville, GA 30215

www.danguyton.com

EDUCATION:

MFA, University of Georgia. May 2004. Dramatic Writing. Thesis: "Three Plays: *Milo & Barbara*, *A Friend to All the Little Guys* and *Attic*," 3.6 GPA, Dr. Stanley Longman, advisor

BA, State University of New York at Albany. December 2000. Theater and English. Magna Cum Laude, Dean's List 8 semesters, 3.57 GPA, Prof. James Farrell, advisor

GACE Exam (Georgia Certification Exam) - Passed English I and II; 2009

TEACHING EXPERIENCE:

Adjunct Theatre Professor for Georgia State University. Teaching "Intro to Theatre", "Theatre Appreciation", and "Theatre Practicum" classes, and directed three school plays: *A Cat on a Hot Tin Roof, Tartuffe*, and *The Laramie Project*. Volunteered for the Dunwoody Rotary Club Scholarship Selection Committee. Volunteered to host an event for Japan Week. Decatur, GA; 2015-present.

Adjunct Professor of English and Theatre for <u>Georgia Military College</u>. Teaching "Theatre Appreciation", "LSS Reading II", "LSS English I", "LSS English II", and "College Success" classes. Named "Adjunct Professor of the Year, 2017-18". Fayetteville, GA, 2017-present.

ESL Teacher for <u>51Talk</u>. An internet-based company that connects native English speakers with Chinese students in Beijing, so they can learn fluent English. I work with children and adults. 2016-present.

Director for <u>Life on Campus</u>. I travel to colleges around the country, and teach college Orientation Advisors how to put on a play which introduces incoming freshmen to the potential pitfalls and joys of college life. Involves directing the play, and teaching non-actors about the basics of acting. Various, 2011-present.

Standardized Patient for <u>Emory University</u>. I act as a sick patient for the benefit of Emory medical students. I help them improve their bedside manner, take patient medical history, take vital measurements, and help them learn how to diagnose a patient in a controlled simulation. Decatur, GA, 2014-present.

Playwright for the <u>Alliance Theatre's Junior Players Program</u>. Commissioned seven seasons in a row to write plays for children, ages 6 to 11. I wrote *The Boy Who Cried Werewolf*, *Kim Arthur and the Nerds of the Round Table. An Alien in Elementary School, An Elf in Elementary School* and *The Mean Old Elephant*. Atlanta, GA, 2015-present.

Vice-Chair of the Professional Division for <u>Georgia Theatre Conference</u>. We help bring together the annual GTC Conference, to honor theatre artists throughout the entire state of Georgia. 2017-present.

Moderator for <u>Georgia Thespian Conference Playworks Awards Ceremony</u>. High school playwrights from the state of Georgia compete to win a full production of their play at the following year's Thespian Conference. My job is to facilitate the question and answer process after the production, so the playwright can improve their play based on audience response. Columbus, GA, 2014-present.

Workshop Presenter for <u>Georgia Thespian Conference</u>. High school students from the state of Georgia compete for various prizes at the annual Thespian Conference. My job is to lead a workshop on playwriting as one of numerous exercises the students can do throughout the festival. Columbus, GA, 2017.

Education Coordinator for <u>Onion Man Productions</u>. In charge of setting up and advertising theatrerelated classes, such as playwriting and improvisation classes. Chamblee, GA, 2017-present.

Acting Teacher for <u>ActNet Entertainment Studios</u>. I taught acting lessons to children and adults for a small entertainment company. I taught small classes of 2 to 10 students at a time, on an as-needed basis, with lessons on audition work, scene study work, improvisational work, and auditioning for the camera. Atlanta, GA, 2015-2017.

Member of <u>Working Title Playwrights</u>. I assist adult playwrights in fine-tuning and crafting their plays, through one-on-one dramaturgy, group moderation, and fund-raising for various group activities, including the Ethel Woolson Lab. I sat on the Board of Directors for this organization from 2015-17. I am also a current Mentor for the WTP New Voices Mentorship Program. Decatur, GA, 2012-present.

Adjudicator for <u>Georgia High School Association One Act Play Championship Festival</u>. I was an adjudicator for the competition, and helped nominate the Best Actor and Actress for the festival. Newnan, GA. 2016.

Guest Lecturer on <u>Playwriting</u> at various schools, including Northview High School, Savannah College of Art & Design, Newnan High School, Arkansas State University, South Forsyth Middle School, Atlanta Girl Scouts, and more. 2003-present.

Program Director for the <u>Atlanta 24-Hour Play Festival</u>. I helped bring 16 playwrights, 8 directors, 30 actors, and a handful of interns together to present 8 never-before-seen 10-minute plays in one single evening. I assisted the playwrights in crafting their plays, and in making the show run smoothly for the audience. Decatur, GA, 2015-17.

Stage Director for <u>Northview High School</u>'s Summer Production of *Looking for Laurie in All the Wrong Places* by Ashley Harzog. Johns Creek, GA, 2009.

Operations Specialist for <u>Junior National Young Leaders Conference</u> (Jr. NYLC) Assisted leading junior high school students in their quest to become better leaders. Managed scheduling, bus routes, problem solving, handling of medical situations, airport arrival and departure of approx 300 students, and more, 2007.

Faculty Advisor for <u>National Youth Leadership Forum</u> (NYLF) Assisted leading high school students in their quest to become better leaders. We explored leadership opportunities within their careers of choice. My job was to facilitate discussions among scholars, introduce them to core curricula materials, brief, debrief, and chaperone as we attended workshops, seminars and shadowing opportunities. Topics covered included <u>Medicine</u>, <u>Nursing</u>, <u>Law</u>, and <u>Technology</u>, 2004-6.

Faculty Advisor for <u>National Young Leaders Conference</u> (NYLC), similar to above, but more geared towards leadership within the US government. My job was similar to above, minus the shadowing opportunities. Washington DC, 2005.

Acting Teacher for <u>That's Entertainment!</u>. Small entertainment company hired me to teach acting and improv lessons to community members. Taught small classes, 1 day a week, on topics such as listening-and-responding, proper breathing techniques, warm-ups and character development. Centereach, NY, 2006.

Teaching Assistant for Department of Drama, <u>University of Georgia</u>. Full assistantship to UGA included teaching assignment for the introductory Drama course. Professors worked for: Dr. Farley Richmond, Dr. David Saltz, Prof. B. Don Massey, and Prof. Shannon Rood. Taught introductory

principles of acting, directing, design and playwriting to freshman drama students and non-majors alike. I delivered lectures, led workshop discussions, graded papers and quizzes, organized spreadsheets, and used Powerpoint, Excel, and Word. Athens GA, 2001-4.

After-School Drama Coordinator for <u>Jefferson City High School</u>. Ran the after-school program and taught students crucial elements of theater and performance. Also assisted in directing *Comin' Round the Mountain*, a one-act play for competition. Jefferson GA, 2003.

Learning Specialist for <u>Partners in Achievement</u>, a private group geared towards developing cognitive and processing abilities in children and adults. Focus is on PACE (Processing and Cognitive Enhancement), a program designed by behavioral psychologists to strengthen learning capabilities of children with Dyslexia, ADD, and assorted lening disabilities. I worked one on one with students (primarily middle-school age), and facilitated exercises that would benefit each child the most. Athens GA, 2003-4.

Student Trainer for <u>Youth Actor's Conference</u> (YAC). Oconee County High School offers summer programs for students involved in acting. I assisted Broadway actor Calvin Smith in instructing students in both musical and non-musical performance styles. Oconee GA, 2002.

Theatre Merit Badge Counselor for <u>The Boy Scouts of America</u>. Helped aspiring Eagle Scouts obtain Theatre merit badge by judging, coaching, and assisting them in completing the necessary requirements. Farmingville NY, 2000.

Personal Acting Tutor (various). Worked one-on-one with acting students (of all ages) in helping them find their focus and their voice on stage. Critiqued, directed, and encouraged different performance styles, including Stanislavski and Meisner.

AWARDS AND RECOGNITION:

Georgia Military College; Recipient - Adjunct Professor of the Year, 2018

Short + Sweet Sydney Festival (Australia); Winner - Judge's Choice & People's Choice Awards, 2017

Short + Sweet Manila Festival (Philippines); Winner - Audience Favorite Award, 2017

Short + Sweet Manila Festival (Philippines); Winner - Audience Favorite Award, 2016

Arkansas Theatre Collective; Winner - Audience Favorite Award, 2016

Helen-Jean Play Contest; Winner - Literary Creativity Award, 2015

A.R.T.'s Playwriting Competition; Winner - Best Play, 2015

End of the Road New Play Festival; Winner - Judges' Choice Award, 2015

Los Angeles Film and Script Festival; Winner - Best Horror Screenplay, 2013

Atlanta 48-Hour Film Project; Winner – Best Writing, Ensemble Acting, & Audience Choice Awards, 2013

AuditionArt.com Monologue Competition; Winner - Best Female Monologue, 2012

Gotta Go! Newsletter; 2x Winner - "Favorite of the Evening" Award - 2009-11

Northwest Zone High School Drama Festival; Winner – Best Production, Best Actress, Best Supporting Actress, and Best Sound Awards; Canada, 2008

Author's Playhouse New Author Festival; Winner - Best Comedy Award, 2005

Kennedy Center/ACTF Awards; 2x Winner - Short Play, 2x Finalist - 10-Minute Play, 2001-04

University of Georgia; Winner - Amazing Student Award, 2004

Waverly Avenue Elementary School; Winner - 6th Grade Spelling Bee, 1988

AACT NewPlayFest; Semi-Finalist, 2018

Metropolitan Atlanta Theatre Awards - Nominated for 12 Awards, including Best Production, Best Ensemble, Best Director, Best Actor, Best Actress, Best Supporting Actor & Actress, Set Design & More, 2018 Wagner College; Top 10 Semi-Finalist - Stanley Drama Award, 2017 NYC Playwrights; Semi-Finalist - Women in the Age of Trump Festival, 2017 Moonlit Wings; Top 10 Finalist - Playwriting Contest, 2016 Short + Sweet Queensland (Australia); Semi-Finalist - Playwriting Contest, 2016 Grief Dialogues; Finalist - Playwriting Contest, 2016 Arts & Letters Magazine; Finalist - One Act Play Competition, 2015 Minnesota Shorts Festival of Plays; 2x Semi-Finalist, 2012 & 2015 University of Georgia's 40 Under 40 Award; 5-time nominee, 2011-16 Los Angeles International Underground Film Festival; Honorable Mention, 2014 The Princess Grace Playwriting Fellowship; Semi-Finalist, 2014 Little Fish Theatre's Pick of the Vine Festival; Semi-Finalist, 2014 New York City Estrogenius Festival; Honorable Mention, 2014 Last Frontier Theatre Conference; 3-time Official Selection, 2012-14 Eerie Horror Film Festival; Top 5 Finalist - Best Screenplay, 2013 Independent Play(w)right's 10-Minute Play Competition; Top 10 Finalist, 2013 Stageworks/Hudson's Play by Play Festival; Top 10 Finalist, 2013 Play-Makers Spokane Hit & Run VII Festival; Semi-Finalist, 2013 Time to Strike! Playwriting Festival; Top 10 Finalist, 2012 Spotlight On: One Person Play Competition; Semi-Finalist, 2012 Dimensions Magazine; 4x Finalist, 1990-1995

PRODUCTIONS:

My stage plays have been produced over 400 times around the world (A full list will be provided upon request), including Off-Off-Broadway, Equity, LORT, Regional, College, High School, Middle School productions and more. Five of my screenplays have been produced as short films.

PUBLICATIONS:

Featured in *Best Women's Stage Monologues of 2017* (Smith & Kraus Publishing), 2018
Featured in *Best Men's Stage Monologues of 2017* (Smith & Kraus Publishing), 2018
Featured in *Later Chapters: Best Monologues & Scenes for Actors Over 50* (Applause Books), 2018 *Where's Julie?* (Next Stage Press), 2018 *Kim Arthur and the Nerds of the Round Table* (YouthPLAYS), 2017
Featured in *105 Five-Minute Plays for Study and Performance* (Smith & Kraus Publishing), 2017
Featured in *222 More Comedy Monologues* (Smith & Kraus Publishing), 2017

Hilarious Nightmares 2 (Next Stage Press), 2017

Featured in Best 10-Minute Plays of 2016 (Smith & Kraus Publishing), 2016

Featured in Best Women's Stage Monologues of 2016 (Smith & Kraus Publishing), 2016

Featured in Best Men's Stage Monologues of 2016 (Smith & Kraus Publishing), 2016

Featured in Masrahona, an Egyptian language theatre newspaper, 2016

Dead Giveaway (Heuer Publishing), 2016

Featured in Audition Monologues for Young Men 2016 (Pioneer Drama Services), 2016

Featured in Monologues from the Plays of Next Stage Press, Vol. 1 (Next Stage Press), 2016

The Boy Who Cried Werewolf (Pioneer Drama Services), 2016

Featured Article in The Dramatists Magazine (Volume 17, No. 5.5), 2015

The Mother of God Visits Hell (Indie Theatre Now), 2015

Last of the Tannenbaums (Heuer Publishing), 2015

Featured in Best Women's Stage Monologues of 2015 (Smith & Kraus Publishing), 2015

Featured in One on One: Contemporary Monologues for Kids Ages 7-15 (Applause Theatre & Cinema Books), 2015

Featured in Best American Short Plays 2013-14 (Applause Theatre & Cinema Books), 2015

Featured in Best American Short Plays 2012-13 (Applause Theatre & Cinema Books), 2014

Featured in Famous Last Words: A Collection of 12 Ten Minute Plays... (Heuer Publishing), 2014

Featured in Best Men's Stage Monologues of 2014 (Smith & Kraus Publishing), 2014

Featured in Best Women's Stage Monologues of 2014 (Smith & Kraus Publishing), 2014

Featured in Best Contemporary Monologues for Men 18-35 (Applause Theatre Books), 2014

Featured in Best Contemporary Monologues for Women 18-35 (Applause Theatre Books), 2014

Featured in InterJACtions: Monologues at the Heart of Human Nature III (JAC Publishing), 2014

Hilarious Nightmares (Next Stage Press), 2013

Featured in Monologues from the Last Frontier Theatre Conference (Focus Publishing), 2013

Mrs. Claus Gets Menopause (ArtAge Publishing), 2013

Romance is Dead (Original Works Publishing), 2013

Abandoned: A Chapbook of Poetry by Daniel Guyton (Feral Press), 2013

Georgie Gets a Facelift (Original Works Publishing), 2013

52 Monologues for Grown-Ups (and College Kids) by Daniel Guyton (Amazon Publishing), 2012

Featured in InterJACtions: Monologues at the Heart of Human Nature II (JAC Publishing), 2012

Rebel Without a Claus (Heuer Publishing), 2012

Rosie, the Retired Rockette (Heuer Publishing), 2012

How I Met Your Santa (Heuer Publishing), 2012

Death of a Snowman (Heuer Publishing), 2010

Featured in Cherry Poppin' Plays 2009 Anthology (Alive Theatre), 2009

I'm Not Gay! (Amazon Publishing), 2009

Twisted Mind of Daniel Guyton (Poetry & Plays in the Dark Comedy Vein) (Amazon), 2009

Featured in One Acts of Note 2008 (Desert Road Publishing), 2009

Attic (Original Works Publishing), 2005

Featured in Best Student One-Acts: Volume 7 (Dramatic Publishing Company), 2002

SKILLS:

Dialects: Irish, Yiddish, British, Cockney, Scottish, Midlands, Yankee, Southern, Boston, Chicago

IPA (phonetics), Verse (iambic pentameter, blank verse, etc), Comedic Timing, Fight Choreography (hand-to-hand), Camera Work (Mini-DV, Hi-8, Still), Sound Design, Carpentry, Publicity, Directing, Stage Managing

Computers: Yahoo! Site Builder (web design), eBay, Internet Explorer, Microsoft Office (Word, Excel, PowerPoint), Video Editing, etc

COUNTY AGENDA REQUEST

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Department:	Board of Commissioners	Presenter(s):	Vice Chairman Ognio a	nd Brown
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #12	
Wording for the Agenda:	,		,	
Consideration of a recon	nmendation from the Selection Comr ueline Howell the Fayette County Pu			
Background/History/Deta	ils:			
	ee was established in 2014 with the vironment, and to enrich the lives of		5	
County Public Arts Com	Board of Commissioners approved ar mittee, to provide for terms of office, a neetings, the removal of members, ar	the initial membership, the filling of v	acancies, the taking of ar	,
Jacqueline Howell is fillir	ng the unexpired term of Susan Sam	pson.		
What action are you seek	ting from the Board of Commissioner	s?		
Approval to appoint Jaco and expiring May 31, 20	queline Howell to the Fayette County 20.	Public Arts Committee to serve an u	inexpired term beginning	immediately
 If this item requires fundir	ng, please describe:			
Not Applicable.				
Has this request been co	nsidered within the past two years?	No If so, whe	en?	
Is Audio-Visual Equipme	nt Required for this Request?*	No Backup P	Provided with Request?	Yes
* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also				
your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.				
Approved by Finance	Not Applicable	Reviewed	by Legal	
Approved by Purchasing	Not Applicable	County C	lerk's Approval	6

Administrator's Approval

Staff Notes:



Fayette County's Public Arts Committee has been established by the Fayette County Board of Commissioners. The purpose of the Public Arts Committee is to make recommendations to the Board of Commissioners of Fayette County as to find ways to use art to enhance the County's reputation, to contribute to the civic environment, to enrich the lives of citizens and visitors through the involvement of amateur and professional artists, and to integrate public arts throughout Fayette County. Fayette County's Public Arts Committee offers opportunities and support to citizens, emerging students, amateur and professional artists, arts education resources, and public beautification arts projects. Its mission is to change the way the Fayette County community approaches arts and culture. The goal of the Fayette County Public Arts Committee is to become a leader in the arts through conceptualizing, implementing, organizing, and executing art projects and programs for the citizens.

The Public Arts Committee meets the first Wednesday and third Monday of each month at 7:00 p.m.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca White, County Clerk, at twhite@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, August 31, 2018.

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME Jacqueline Howell

ADDRESS 105 Lakemont Circle, Fayetteville, GA 30215

TELEPHONE (home)

(cell)

(email address)

8/27/18

Date



- 1. How long have you been a resident of Fayette County? **3 years**
- 2. Why are you interested in serving on the Fayette County Public Arts Committee? To see an increased presence of the arts and creativity within the county.
- What qualifications and experience do you possess for appointment to the Public Arts Committee? I believe my background in marketing/graphic design and music make me a viable candidate for the position.
- 4. List your recent employment experiences to include name of company and position. Founder and CEO of Creative Reign Studios
- 5. Do you have any past experience relating to the Public Arts Committee? If so, please describe. N/A
- 6. Are you currently serving on a Committee/board/authority or in and elected capacity with any government? No
- 7. Have you attended any Public Arts Committee meetings in the past two years and, if so, how many? None
- Are you willing to attend seminars or continuing education classes at county expense? Yes
- 9. What is your vision of the county's future related to the duties of the Public Arts Committee? I envision a county that embraces and supports the arts not just during specific holidays. Targeted events that highlight different aspects of the arts (visual and auditory). Enhanced arts education for our youth and young adults.
 10. Would there be any possible conflict of interest between your employment or your family and you serving on the Public Arts Committee? No
- 11. Are you in any way related to a County Elected Official or County employee? If so, please describe. No

12. Describe your current community involvement. Leader and involved in the PTA at Sara Harp Minter Elementary.



13. Have you been provided a copy of the county's Ethics Ordinance? Yes

14. Is there any reason you would not be able to comply with the Ethics Ordinance? No

JACQUELINE HOWELL

Email: Telephone Online Portfolio: https://jaccihowell.myportfolio.com/

Creative professional with expertise in directing all aspects of successful marketing, advertising and web design campaigns. Demonstrated ability to manage and motivate cohesive teams that achieve results through enhanced customer experience, vendor sourcing, negotiating contracts and managing budgets. Superb written communications, interpersonal and organizational skills. Proficient in MS Office, Adobe Creative Suite: Photoshop, Illustrator, InDesign, Dreamweaver and Premiere Pro; WordPress, Marketo, and Salesforce.

PROFESSIONAL STRENGTHS AND ABILITIES INCLUDE:

Creative Market Planning & Execution Market Research & Competitive Analysis Event Planning & Management Public Relations & Agency Management

Budget Management & Cost Controls Creative Services Management Digital Marketing & Media Placement Advertising & Promotional Writing

PROFESSIONAL EXPERIENCE

MARKETING/ DIGITAL DESIGN CONSULTANT (self-employed)

Fayetteville, GA

07/15-Present

Oversee the management of client design/marketing projects. Also, provide support in the design and development of professional marketing strategies in accordance with best practices.

Key Accomplishments:

- Provided on-going consulting assistance with marketing campaigns and communications plan, including mailers, newsletters, brochures, collateral support audiovisual materials and display/merchandising.
- Development of communication programs to promote products and services, the initiative increased revenue for clients.
- Plans, executes, and measures demand generation marketing programs to grow sales pipeline and . revenue for field organization.
- Development and implementation of business plans, marketing strategy, and forecasts for a products and services.

DIRECTOR OF MARKETING

The Integral Group, Atlanta, GA Directed the marketing function with emphasis on championing the brand and expanding the customer base. Conceived and implemented integrated marketing communication plans that maintained brand consistency, maximized effectiveness, met measurable objectives and executed customer relationship management strategy.

Key Accomplishments:

- Positioned company's brand to complement and leveraged reputation in the real estate development • market through strategic messaging to brokers, media, investors and clients;
- Directed the design and development of all collateral materials for RFP/RFQ submissions, events, • trade shows, conferences and award presentations;
- Rebranded firm's online platform through website redesign, user-centric functionality upgrades, • targeted social media
- Proposed and implemented new site content architecture and navigation scheme for company website redesign.
- Spearheaded SEO/SEM campaigns across website including blogs, email newsletters, ads & promotions for all property locations.

1/06-7/15

- Directed the digital marketing needs of the company and plan and execute web, SEM/SEO, email, marketing database and social media campaigns
- Supported four lines of business (Community Development, Commercial Real Estate, Investment Management & Property Management) with over 50 developments/communities throughout the Eastern United States and developed strategic marketing plans for each community-based marketing team in order to provide significant growth in daily customer base.
- Developed the branding and assisted with the launch of Integral's Assisted Living platform (Oasis)

ASSISTANT PROJECT MANAGER

Corestaff Services, Atlanta, GA

- Assisted with project management in corroboration with lead project managers
- Created and maintained project timelines and provided routine status updates
- Supported team management in execution of projects
- Coordinated schedules, transportation, and material purchasing
- Assembled project bids and presentations for pitching to potential clients
- Provided support with the overall management and communication between workers, projects, and vendors
- Assisted with and gave lead direction for the demolition of existing structures, proper disposal of materials, and renovations including installing new structures and fixtures

CONSTRUCTION PROJECT MANAGEMENT SUPERVISOR

KMC Telecom, Duluth, GA

Project manager responsible for telecom support services for multiple project initiatives. Initiatives included support for network and voice initiatives.

- Directed the work of junior project managers to assure proper project management processes were being followed.
- Senior project manager and technical lead for planning, directing, and monitoring all system installs, upgrades and decommissioning of all voice and data systems and services.
- Successfully planned and managed 38 office relocations and 29 office openings.
- Generated over \$600,000 in annual cost savings by successfully negotiating a new service provider contract for long distance service for all branches. Planned and lead the project to convert all branch office to new service provider, without any service interruption to staff or clients.

EDUCATION

Liberty University Lynchburg, Virginia Business Administration: Marketing Anticipated graduation 5/2019 5/02-1/06

9/98-11/01

COUNTY AGENDA REQUEST

Page 87 of 323

Department:	Board of Commissioners	Presenter(s):	Vice Chairman Og	nio and Brown
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #1	3
Wording for the Agenda:	,		,	
Consideration of a recom	mendation from the Selection Comn e Holmgaard the Fayette County Pul	•		
Background/History/Detai	S:			
	ee was established in 2014 with the principle was established in 2014 with the principle with the lives of a comment, and to enrich the lives of a comment.	, , , , , , , , , , , , , , , , , , ,	J	
County Public Arts Comm	oard of Commissioners approved ar nittee, to provide for terms of office, t eetings, the removal of members, ar	the initial membership, the filling of v	acancies, the taking	5
The position was previou	sly held by Roger Sbaja.			
	ng from the Board of Commissioner			
Approval to appoint Janic May 31, 2020.	e Holmgaard to the Fayette County	Public Arts Committee to serve a ter	rm beginning June 1	, 2018 and expiring
 If this item requires fundin	g, please describe:			
Not Applicable.				
Has this request been cor	nsidered within the past two years?	No If so, whe	n?	
Is Audio-Visual Equipment Required for this Request?* No Backup Provided with Request?			st? Yes	
All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.				
Approved by Finance	Not Applicable	Βονίονος	l by Legal	
			<i>y</i>	
Approved by Purchasing	Not Applicable	County C	lerk's Approval	Yes

Administrator's Approval

Staff Notes:





Fayette County's Public Arts Committee has been established by the Fayette County Board of Commissioners. The purpose of the Public Arts Committee is to make recommendations to the Board of Commissioners of Fayette County as to find ways to use art to enhance the County's reputation, to contribute to the civic environment, to enrich the lives of citizens and visitors through the involvement of amateur and professional artists, and to integrate public arts throughout Fayette County. Fayette County's Public Arts Committee offers opportunities and support to citizens, emerging students, amateur and professional artists, arts education resources, and public beautification arts projects. Its mission is to change the way the Fayette County community approaches arts and culture. The goal of the Fayette County Public Arts Committee is to become a leader in the arts through conceptualizing, implementing, organizing, and executing art projects and programs for the citizens.

The Public Arts Committee meets the first Wednesday and third Monday of each month at 7:00 p.m.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca White, County Clerk, at twhite@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, August 31, 2018.

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME JANICE LEE HOLMGAARD	
ADDRESS 201 CROSSTOWN DRIVE	APT. 3039
PEACHTREE CUTY GA 30269	
TELEPHONE (home) 678-248-0043	
(cell)	
(email address)	

signature



- 1. How long have you been a resident of Fayette County? 10 yrs.
- 2. Why are you interested in serving on the Fayette County Public Arts Committee? J believe that quality of life is enhanced by the arts 3. What qualifications and experience do you possess for appointment to the Public Arts
- Committee? Interested in society. Self-taught painter & crafts-Verson. Respect + support visual alt and performing arts, 4. List your recent employment experiences to include name of company and position.
- 5. Do you have any past experience relating to the Public Arts Committee? If so, please
- describe. Mo
- 6. Are you currently serving on a Committee/board/authority or in and elected capacity with any government? -
- 7. Have you attended any Public Arts Committee meetings in the past two years and, if so, how many? wo
- 8. Are you willing to attend seminars or continuing education classes at county expense? yes, definitly and with great enterest
- 9. What is your vision of the county's future related to the duties of the Public Arts

Committee? Enhance quality of life Through promotion of Public arts, expectedly for young people 10. Would there be any possible conflict of interest between your employment or your family and you serving on the Public Arts Committee?

no

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

no

12. Describe your current community involvement.

nore

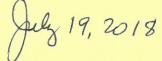


13. Have you been provided a copy of the county's Ethics Ordinance?

ger

14. Is there any reason you would not be able to comply with the Ethics Ordinance?

no, can easily adhere to it



Janice Lee Holmgaard 201 Crosstown Dr. Apt. 3039 Peachtree City, GA 30269 770-632-5823 (arbor Terrace) 678-248-0043 H

ILSTAN 03 @ GMAIL. COM

I believe That The arts enhance The quality of life. Whether it be performance, fine dit, music, or the many artestic crafts, enjoyment is the goal. Public displays or opportunities are especially important for our future generation, Nie children.

Education: BS, MS, M.Ed. (Science & nursing) (Rutzers, Penn, Columbia) Work Eggerience: taught nursing employed as a clinical Speculist (47 yrs. F.T.) Self-taught artist - yeinterig, crafts, etc.

I am a concerned citizen who always votes and would like to garticizate with other who want to make a contribution to our community.

San Holmgaard

COUNTY AGENDA REQUEST

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Department:	Board of Commissioners	Presenter(s):	Vice Chairman Ognio and Brown
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #14
Wording for the Agenda:			T
	mendation from the Selection Committee a Mitchell the Fayette County Public Arts		
Background/History/Detai	ls:		
1	ee was established in 2014 with the purp vironment, and to enrich the lives of citize	U	
County Public Arts Comr	Board of Commissioners approved an orce nittee, to provide for terms of office, the in eetings, the removal of members, and co	nitial membership, the filling of v	0
Terria Mitchell is filling th	e unexpired term of Jean Danis.		
	ing from the Board of Commissioners?		
	ing from the Board of Commissioners? a Mitchell to the Fayette County Public A	rts Committee to serve a term b	beginning immediately and expiring May
Approval to appoint Terri 31, 2019.	a Mitchell to the Fayette County Public A	rts Committee to serve a term b	beginning immediately and expiring May
Approval to appoint Terri 31, 2019. If this item requires fundir	a Mitchell to the Fayette County Public A	rts Committee to serve a term b	beginning immediately and expiring May
Approval to appoint Terri 31, 2019.	a Mitchell to the Fayette County Public A	rts Committee to serve a term b	beginning immediately and expiring May
Approval to appoint Terri 31, 2019. If this item requires fundir Not Applicable.	a Mitchell to the Fayette County Public A g, please describe:		
Approval to appoint Terri 31, 2019. If this item requires fundir Not Applicable.	a Mitchell to the Fayette County Public A		
Approval to appoint Terri 31, 2019. If this item requires fundir Not Applicable. Has this request been co	a Mitchell to the Fayette County Public A g, please describe:) If so, whe	
Approval to appoint Terri 31, 2019. If this item requires fundir Not Applicable. Has this request been co Is Audio-Visual Equipmer <i>All audio-visual materia</i>	a Mitchell to the Fayette County Public A g, please describe: nsidered within the past two years? No nt Required for this Request?* No I must be submitted to the County Cle	If so, whe Backup F rk's Office no later than 48 ho	en? Provided with Request? Yes Provided <i>V</i> to the meeting. It is also
Approval to appoint Terri 31, 2019. If this item requires fundir Not Applicable. Has this request been co Is Audio-Visual Equipmer <i>All audio-visual materia</i>	a Mitchell to the Fayette County Public A g, please describe: nsidered within the past two years? No nt Required for this Request?* No	If so, whe Backup F rk's Office no later than 48 ho	en? Provided with Request? Yes Provided <i>V</i> to the meeting. It is also
Approval to appoint Terri 31, 2019. If this item requires fundir Not Applicable. Has this request been co Is Audio-Visual Equipmer <i>All audio-visual materia</i>	a Mitchell to the Fayette County Public A g, please describe: nsidered within the past two years? No nt Required for this Request?* No I must be submitted to the County Cle	If so, whe Backup P rk's Office no later than 48 ho p-visual material is submitted	en? Provided with Request? Yes Provided <i>V</i> to the meeting. It is also
Approval to appoint Terri 31, 2019. If this item requires fundir Not Applicable. Has this request been co Is Audio-Visual Equipmer <i>All audio-visual materia</i> <i>your department's respo</i>	a Mitchell to the Fayette County Public A g, please describe: nsidered within the past two years? No nt Required for this Request?* No I must be submitted to the County Cle nsibility to ensure all third-party audio	If so, whe Backup P Source no later than 48 ho Devisual material is submitted Reviewed	en? Provided with Request? Yes purs prior to the meeting. It is also at least 48 hours in advance.
Approval to appoint Terri 31, 2019. If this item requires fundir Not Applicable. Has this request been co Is Audio-Visual Equipmer <i>All audio-visual materia</i> <i>your department's respo</i> Approved by Finance	a Mitchell to the Fayette County Public A g, please describe: nsidered within the past two years? No nt Required for this Request?* No <i>I must be submitted to the County Cle</i> <i>nsibility to ensure all third-party audic</i> Not Applicable	If so, whe Backup P Source no later than 48 ho Devisual material is submitted Reviewed	en? Provided with Request? Yes purs prior to the meeting. It is also at least 48 hours in advance.





Fayette County's **Public Arts Committee** has been established by the Fayette County Board of Commissioners. The purpose of the Public Arts Committee is to make recommendations to the Board of Commissioners of Fayette County as to find ways to use art to enhance the County's reputation, to contribute to the civic environment, to enrich the lives of citizens and visitors through the involvement of amateur and professional artists, and to integrate public arts throughout Fayette County. Fayette County's Public Arts Committee offers opportunities and support to citizens, emerging students, amateur and professional artists, arts education resources, and public beautification arts projects. Its mission is to change the way the Fayette County community approaches arts and culture. The goal of the Fayette County Public Arts Committee is to become a leader in the arts through conceptualizing, implementing, organizing, and executing art projects and programs for the citizens.

The Public Arts Committee meets the first Wednesday and third Monday of each month at 7:00 p.m.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca White, County Clerk, at <u>twhite@fayettecountyga.gov</u> or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, August 31, 2018**.

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME ADDRESS TELEPHONE (home) (cell) (email address) () Signature



- How long have you been a resident of Fayette County?
- 2. Why are you interested in serving on the Fayette County Public Arts Committee? Fayette County is a grading vibrant County & Id love to be a part of the
- 3. What qualifications and experience do you possess for appointment to the Public Arts to Conce. Committee?
- 4. List your recent employment experiences to include name of company and position. Delta Community Credit Union - Nonber Sovie April Popa Ins
- 5. Do you have any past experience relating to the Public Arts Committee? If so, please Our describe. NO NIA
- 6. Are you currently serving on a Committee/board/authority or in and elected capacity with any government? NO NIA
- 7. Have you attended any Public Arts Committee meetings in the past two years and, if so, how many? NOI was just made aware that this existed
- 8. Are you willing to attend seminars or continuing education classes at county expense?
- 9. What is your vision of the county's future related to the duties of the Public Arts 9. What is your vision of the county's future related to the duties of the rubic Arts Committee? my Vision will be a county full of positive recreational events for duidren and adults. My desire is to see more youth involved, particulary children of CObri beaning more involved & serving the 10. Would there be any possible conflict of interest between your employment or your family (prunurius
- and you serving on the Public Arts Committee? nulich

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

00

12. Describe your current community involvement,

As a yoga instructor, I Uravel to students in fayelte auntil a beyond, to help them with their yoga production. I promote holistic health by combining mindfulliness with self-awareness, dict a physical activity.



13. Have you been provided a copy of the county's Ethics Ordinance?

Per

14. Is there any reason you would not be able to comply with the Ethics Ordinance?

NO

#9 continued.

M Overall chean is to see a community cultivated in love. Kindness and acceptance of olthors. I'd like to see more artists from variats walls of life building & Univing in Ulu caunty in which we live. Paintors, Ptets, teachers, cheps are all a part of the Opts. May desire is for economic gradult to become more stabalized Unaugh proving business.

TM) Terria B. Mitchell

| E:

420 N.Fayette Dr, Fayetteville, GA 30214

PROFESSIONAL SUMMARY	Passionate Yoga Instructor adept at inspiring and motivating students to live their best lives thorugh mental and physical balance. Well-versed in giving proper instruction to assure safety,comfort,and proper alignment.			
SKILLS	 Skilled motivator Conflict resolution Energetic personality Motivational techniques Meditation & EFT Great listener Adult CPR/AED Certified- Red Cross Studying Spanish as a second langauge 			
WORK HISTORY	 MOGAINSTRUCTOR-OWNER You're Yoga LLC Fayetteville, GA Traveling yoga instructor within 30 miles of home studio Lead up to 1 class or 1 private session per week, highest voulme being 15 Work with students to improve their overall endurance, strength, flexibility and balance. Private instructor and sub for begineer students of all ages Modify Asanas for seniors and injured, includes chair yoga as an alternative Instruct personal yoga parties and assist local dance teacher with youth dance team for competition Cultivate positive relationships through genuine interaction and conversation Resposible for growth, network, promotions, creative design and all financial records 			
	 MSA 06/2016 to CURRENT Delta Community Credit Union Peachtree City, GA Deliver sincere, personalized care and honest advice to members and be responsive to their financial needs 			
	 Offer better value on products to deepen relationships with existing members and attract new members 			

	 Strengthen our local communities through education, financial support, an volunteering time 		
	 Data entry and financial management/counseling for, but not limited to: New Accounts, Closed Accounts, Deceased Accounts, IRA's, HSAs Loa 		
EDUCATION	200 HR Certification Teacher Training CorePower Yoga, Midtown,GA	2017	
	High School Diploma Greenville Senior High School Academy, Greenville, SC	1998	

COUNTY AGENDA REQUEST

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Department:	Public Works	Presenter(s):	Phil Mallon & Mich	nael Kray, JACOBS
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #	15
Wording for the Agenda:				
	commendations Briefing for the Faye	ette Transportation Plan (Contract #	1282-P).	
Background/History/Detail	S:			
Transportation Plan and I Commission's (ARC's) Co local match through Faye Major components of the development of project re given across the County f	County issued a Notice to Proceed to Master Path Plan (i.e., the Transport ost Center 606ECP - County Transp tte County's Capital Improvement Plan Transportation Plan include public e commendations. We are now in the to solicit input on the draft project list will be available on-line for review a	ation Plan). The projects are funder ortation Planning, ARC's Transporta rogram (CIP) - 6220J and 6220K. engagement, inventory of existing co e recommendations phase and this p t.	d through the Atlant ation Alternatives (So ponditions, needs ass	a Regional ection 133 H) and a essment, and
Input on the draft recomm		s?		
If this item requires funding				
Presentation only, no fun Has this request been cor	ding required.	No If so, whe	en?	
Is Audio-Visual Equipmen	t Required for this Request?*	Yes Backup P	Provided with Reque	st? Yes
	must be submitted to the County nsibility to ensure all third-party a			0
Approved by Finance	Not Applicable	Reviewed	d by Legal	
Approved by Purchasing	Not Applicable	County C	ilerk's Approval	Yes

Administrator's Approval

Staff Notes:





Fayette Transportation Plan Project Development Recommendations Fayette County Board of Commissioners

November 8, 2018







What are We Doing?

- Atlanta Regional Commission Program
- Comprehensive Assessment
 - All Modes:
 - Automobile, Golf Cart, Bicycle, Walking
- Update of 2010 Transportation Plan
- Master Path Plan



What Are the Outcomes?

- Vision for the Future
 - Vetted by the community
 - Adopted by political leadership
- A roadmap to implement the vision
 - Project list
 - Policy tools
 - Financial Strategies



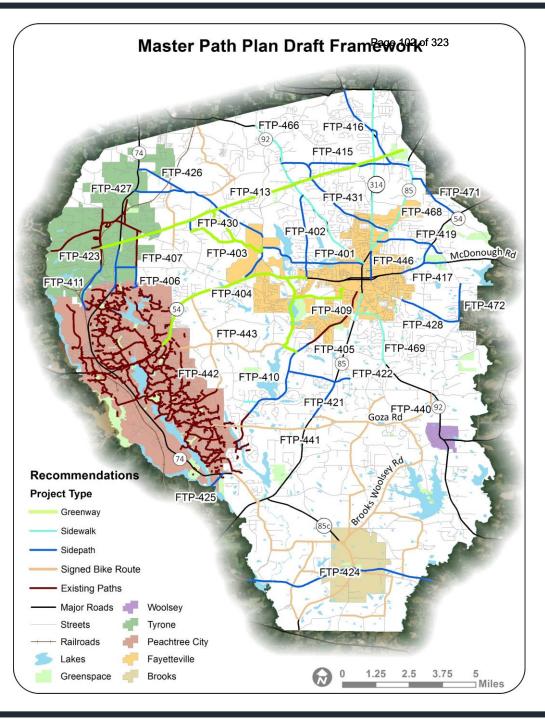
Master Path Plan

- Expand the System
 - Fill Gaps
 - Connect Destinations
 - Countywide
- Safety & Amenities
 - Street Crossings
 - Lighting
 - Branding

TRANSPORTATION

PLAN

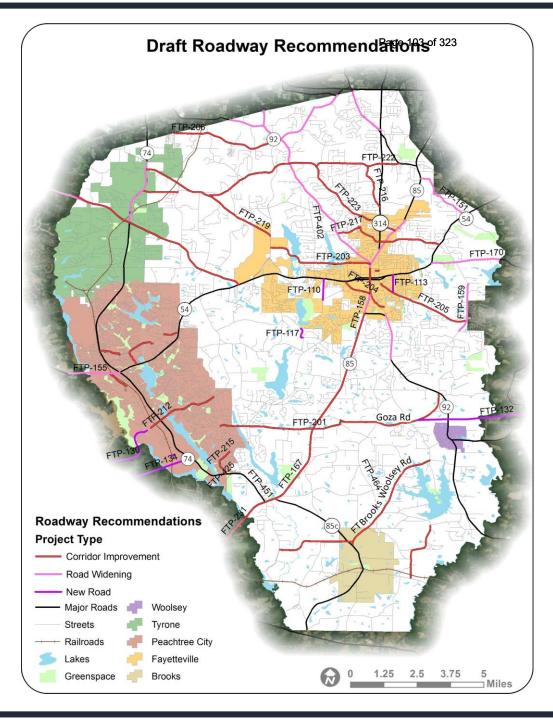
- Parking/Charging



CTP Update

- Roadway
 - Congestion
 - Safety
 - Network
 Connections
 - Intersection
 Improvements
- Connections to Path Plan

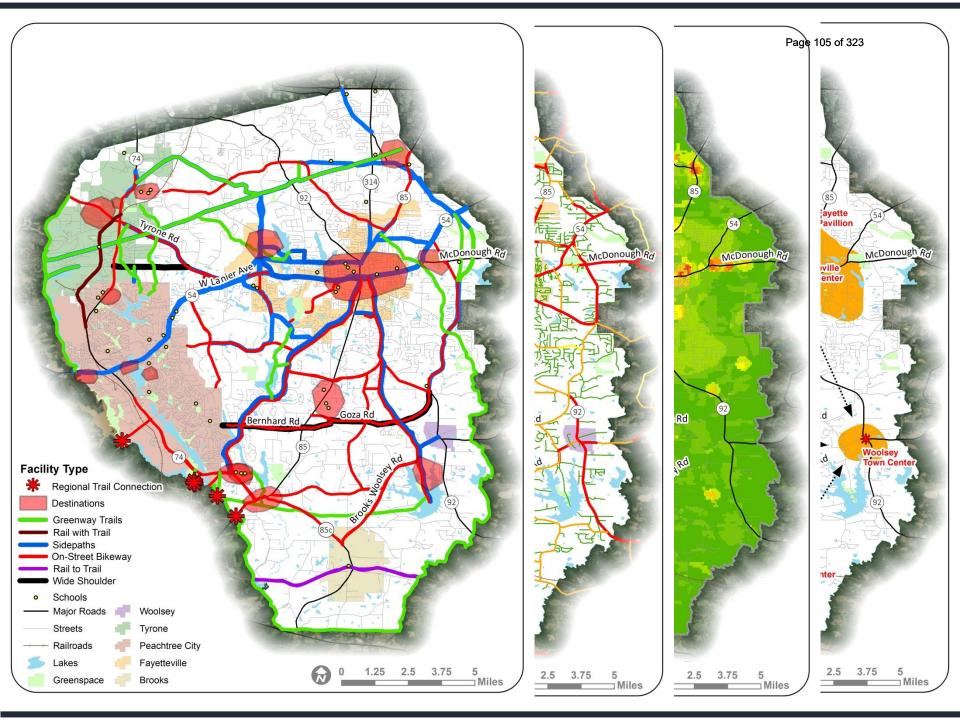


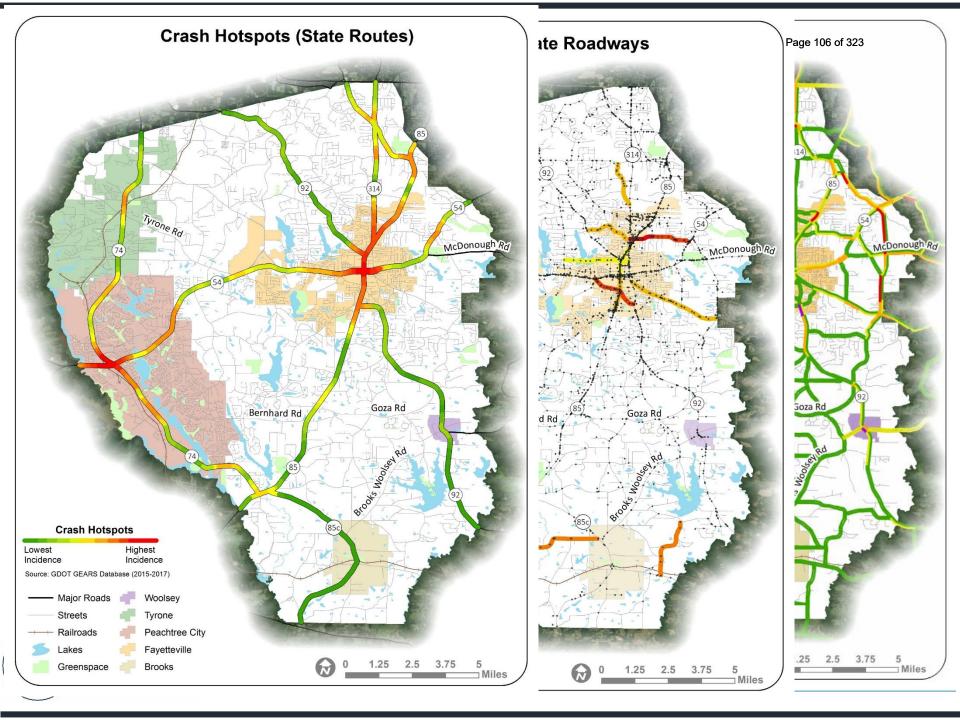




DATA INPUTS















Community Input

Engagement Activities

- Community Events
 - Brooks Farmer's Market
 - Fayette Visioning Summit
 - PTC Night Market
 - Balloon Festival
- Transportation Plan Open Houses 400+ attendees
 - Round 1: March 1, 2018 & March 6, 2018
 - Round 2: July 12, 2018 & July 16, 2018
- Two Electronic Surveys More than 1,300 responses
- Stakeholder Committee
- Project Management Team Coordination with Cities





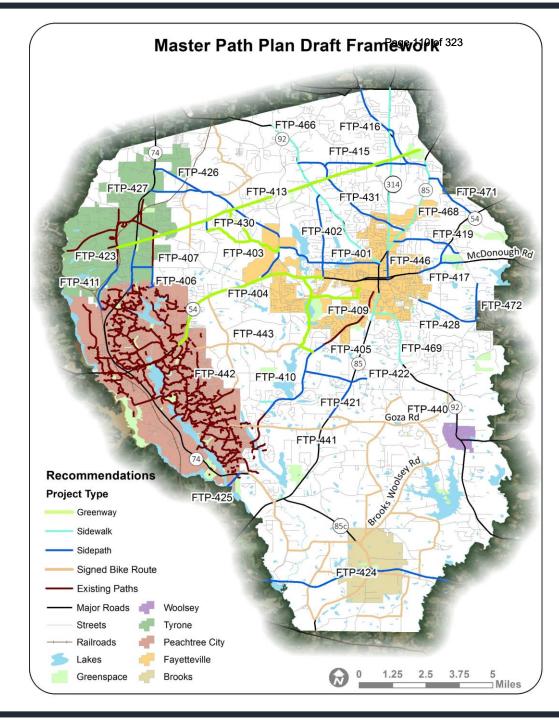
COUNTY PROJECTS

Page 109 of 323

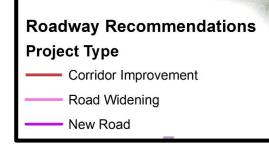
Master Path Plan



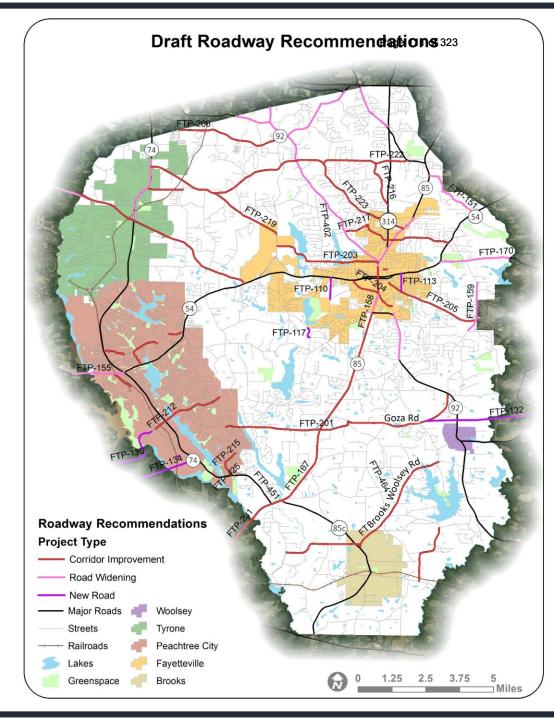




Roadway Projects







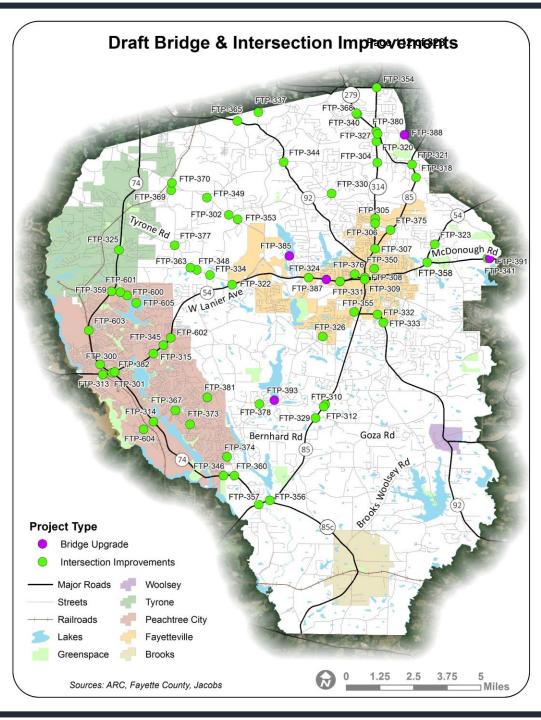
Intersection Projects

Project Type

Bridge Upgrade

Intersection Improvements





# PRJ_ID PRJ_SRC	PRJ NAME	PRJ_TYPE	RDWY_NAME	EXT FROM	EXT_TO
1 FTP-105 2018 FTP	Tyrone Road Widening	Roadway-General Purpose Capacity	Tyrone Road	 SR 54	
2 FTP-110 2010 FTP	SR 54 to First Manassas Mile Connector	Roadway-General Purpose Capacity(New)	SR 54 to First Manassas Mile Connector	SR 54	First Manassas Mile
3 FTP-117 2010 FTP	Sherwood Road	Roadway-General Purpose Capacity(New)	Sherwood Road	Sherwood Road	Lester Road
4 FTP-130 2018 FTP	TDK Blvd Extension	Roadway-General Purpose Capacity(New)	TDK Blvd	Lake McIntosh Park	McIntosh Trail Road in Coweta County
5 FTP-132 2018 FTP	Goza Road/SR 20 Connector	Roadway-General Purpose Capacity(New)	Goza Road/SR 20 Connector	Goza Road	SR 20 in Henry County
6 FTP-134	Line Creek East-west Connection	Roadway-General Purpose Capacity(New)	SR 74/Stallings Road Connector	SR 74	Stallings Road
7 FTP-150 2018 FTP	SR 279 Widening	Roadway-General Purpose Capacity	SR 279	SR 138	SR 314
8 FTP-151 2018 FTP	Corinth Road Widening	Roadway-General Purpose Capacity	Corinth Road	SR 85	SR 54
9 FTP-153 2018 FTP	SR 92 Widening	Roadway-General Purpose Capacity	SR 92	Hilo Road	SR 92 Connector
10 FTP-154 2018 FTP	SR 92 Widening	Roadway-General Purpose Capacity	SR 92	New Hope Road/Lee Mills Road	Wagon Wheel Trail
11 FTP-155 2018 FTP	SR 54 Widening	Roadway-General Purpose Capacity	SR 54	SR 74	SR 34 (in Coweta County)
12 FTP-156 2018 FTP	Westbridge Road Widening	Roadway-General Purpose Capacity	Westbridge Road	SR 92	SR 138
13 FTP-157 2018 FTP	McDonough Road Widening	Roadway-General Purpose Capacity	McDonough Road	Clayton County Line	McElroy Road
14 FTP-158 2018 FTP	SR 85 Widening	Roadway-General Purpose Capacity	SR 85	Royal Ridge Way	Pine Trail Road
15 FTP-159 2018 FTP	County Line Road Widening	Roadway-General Purpose Capacity	County Line Road	Ridgemont Drive	County Line Court
16 FTP-162 2018 FTP	Palmetto Road Widening	Roadway-General Purpose Capacity	Palmetto Road	SR 74	I-85 (in Coweta County)
17 FTP-164 2018 FTP	SR 85 Widening	Roadway-General Purpose Capacity	SR 85	SR 85C	SR 16 (in Coweta County)
18 FTP-165 2010 FTP	SR 85 Widening	Roadway-General Purpose Capacity	SR 85	Price Road	Grady Avenue
19 FTP-167 2010 FTP	SR 85 Widening	Roadway-General Purpose Capacity	SR 85	SR 74	Bernhard Road
20 FTP-168 2010 FTP	SR 85 Widening	Roadway-General Purpose Capacity	SR 85	Bernhard Road	Price Road
21 FTP-170 2010 FTP	SR 920	Roadway-General Purpose Capacity	McDonough Road	SR 54	US 19/41
22 FTP-171 2010 FTP	SR 92 Connector Widening	Roadway-General Purpose Capacity	SR 92	SR 85	Fulton County Line
23 FTP-172 2010 FTP	SR 92/SR 138 Connector/Peters Road	Roadway-General Purpose Capacity	SR 92/SR 138 Connector	SR 92	SR 138
24 FTP-201 2018 FTP	Bernhard Road Arterial Upgrade	Roadway-Arterial Upgrade	Bernhard Road	Robinson Road	SR 85
25 FTP-202 2010 FTP	Goza Road Arterial Upgrade	Roadway-Arterial Upgrade	Goza Road	Bernhard Road	SR 92
26 FTP-203 2018 FTP	Hood Avenue	Roadway-Operations and Safety	Hood Avenue	Gingercake Road	SR 85
27 FTP-205 2018 FTP	South Jeff Davis Drive	Roadway-Operations and Safety	South Jeff Davis Drive	Jimmie Mayfield Boulevard	County Line Road
28 FTP-206 2018 FTP	Rivers Road/Milam Road	Roadway-Operations and Safety	Rivers Road/Milam Road	Fulton County Line	SR 92
29 FTP-207 2018 FTP	Jenkins Road	Roadway-Operations and Safety	Jenkins Road	SR 74	Ellison Road
30 FTP-213 2018 FTP	Morgan Mill Road	Roadway-Operations and Safety	Morgan Mill Road	Padgett Road	85 Connector
31 FTP-214 2018 FTP	Grant Road	Roadway-Operations and Safety	Grant Road	Lowery Road	W. McIntosh Road
32 FTP-216 2018 FTP	Longview Road	Roadway-Operations and Safety	Longview Road	Kenwood Road	SR 314
33 FTP-217 2018 FTP	White Road	Roadway-Operations and Safety	White Road	SR 92	SR 314
34 FTP-218 2018 FTP	Banks Road	Roadway-Operations and Safety	Banks Road	SR 314	SR 54
35 FTP-219 2018 FTP	Sandy Creek Road Arterial Upgrade	Roadway-Arterial Upgrade	Sandy Creek Road	Veterans Parkway	SR 74
36 FTP-220 2010 FTP	Tyrone Road	Roadway-Operations and Safety	Tyrone Road	SR 54	SR 74
37 FTP-221 2010 FTP	Tyrone Road	Roadway-Operations and Safety	Tyrone Road	SR 74	Coweta County Line
38 FTP-222 2010 FTP	Kenwood Road	Roadway-Operations and Safety	Kenwood Road	SR 279	New Hope Road
39 FTP-223 2010 FTP	New Hope Road	Roadway-Operations and Safety	New Hope Road	SR 85	SR 92
40 FTP-224 2010 FTP	Lees Mill Road	Roadway-Operations and Safety	Lees Mill Road	SR 92	West Fayetteville Bypass
41 FTP-226 2010 FTP	SR 85 South	Roadway-Operations and Safety	SR 85 South	Bernhard Road	Harp Road
42 FTP-228 2010 FTP	Brooks-Woolsey Road	Roadway-Arterial Upgrade	Brooks-Woolsey Road	SR 85C	Antioch Road
43 FTP-229 2010 FTP	Goza Road	Roadway-Arterial Upgrade	Goza Road	SR 85	SR 92
44 FTP-231 TIP	SR 85 Safety and Operations Improvements	Roadway-Operations and Safety	SR 85	SR 92	SR 16 (Coweta County)
45 FTP-302 2018 FTP	Sandy Creek @ Eastin Road	Roadway-Intersection Improvements	Sandy Creek @ Eastin Road	Sandy Creek Road	Eastin Road
46 FTP-304 2018 FTP	SR 314 @ Kenwood Road	Roadway-Intersection Improvements	SR 314 @ Kenwood Road	SR 314	Kenwood Road
47 FTP-310 2018 FTP	SR 85 @ Edgewood Parkway	Roadway-Intersection Improvements	SR 85 @ Edgewood Parkway	SR 85	Edgewood Parkway
48 FTP-312 2018 FTP	SR 85 @ Wildcat Way	Roadway-Intersection Improvements	SR 85 @ Wildcat Way	SR 85	Wildcat Way
49 FTP-318 2018 FTP	SR 85 @ Corinth Road	Roadway-Intersection Improvements	SR 85 @ Corinth Road	SR 85	Corinth Road
50 FTP-320 2018 FTP	SR 279 @ SR 314	Roadway-Intersection Improvements	SR 279 @ SR 314	SR 279	SR 314
51 FTP-321 2018 FTP	SR 85 @ SR 279	Roadway-Intersection Improvements	SR 85 @ SR 279	SR 85	SR 279
52 FTP-322 2018 FTP	SR 54 @ Tyrone Road	Roadway-Intersection Improvements	SR 54 @ Tyrone Road	SR 54	Tyrone Parkway
53 FTP-323 2018 FTP	SR 54 @ Banks Road	Roadway-Intersection Improvements	SR 54 @ Banks Road	SR 54	Banks Road
54 FTP-326 2018 FTP	Redwine Road at Longlake Approach	Roadway-Intersection Improvements	Redwine Road at Longlake Approach	Redwine Road	Longate
55 FTP-327 2018 FTP	SR 314 @ North Fayette Drive	Roadway-Intersection Improvements	SR 314 @ North Fayette Drive	SR 314	North Fayette Drive
56 FTP-329 2018 FTP	SR 85 @ Goza Road	Roadway-Intersection Improvements	SR 85 @ Goza Road	SR 85	Goza Road
57 FTP-330 2018 FTP	Brogdon Road @ New Hope Road	Roadway-Intersection Improvements	Brogdon Road @ New Hope Road	Brogdon Road	New Hope Road
58 FTP-333 2018 FTP	SR 92 @ Marion Boulevard	Roadway-Intersection Improvements	SR 92 @ Marion Boulevard	SR 92	Marion Boulevard

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C, TheokBit NetBit Net NetBit Net NetBit Net NetBit Net	59 FTP-334		Tyrone Road @ Flat Creek Trail	Roadway-Intersection Improvements	Tyrone Road @ Flat Creek Trail		Flat Creek Trail
Bit PriceDistrictDistr	60 FTP-337	2018 FTP	Greenvalley Road @ Peters Road	Roadway-Intersection Improvements	Greenvalley Road @ Peters Road	Greenvalley Road	Peters Road
def not been set of the set	61 FTP-340	2018 FTP	SR 279 @ Morning Springs Walk	Roadway-Intersection Improvements	SR 279 @ Morning Springs Walk	SR 279	Morning Springs Walk
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PTP-80 P17-84 P17-14 P17-14<	65 FTP-349	2018 FTP	962 Sandy Creek Road (before Lees Mill Road)	Roadway-Intersection Improvements	962 Sandy Creek Road (before Lees Mill Road)	962 Sandy Creek Road (before Lees Mill Road)	Before Lees Mill Road
Bit PL-BitJuli FIPBit Bit S & SE SiGSoudony Intracation ImprovementBit E & SE SiGSet FieldSE SiGSet FieldSE SiGSet FieldSet FieldSe	66 FTP-353	2018 FTP	Sandy Creek Road @ Flat Creek Trail	Roadway-Intersection Improvements	Sandy Creek Road @ Flat Creek Trail	Sandy Creek Road	Flat Creek Trail
B) P1-P30[2018-P17][2018 P17][2018 P17]<	67 FTP-354	2018 FTP	SR 314 @ SR 138	Roadway-Intersection Improvements	SR 314 @ SR 138	SR 314	SR 138
7071 <td>68 FTP-356</td> <td>2018 FTP</td> <td>SR 85 @ SR 85C</td> <td>Roadway-Intersection Improvements</td> <td>SR 85 @ SR 85C</td> <td>SR 85</td> <td>SR 85C</td>	68 FTP-356	2018 FTP	SR 85 @ SR 85C	Roadway-Intersection Improvements	SR 85 @ SR 85C	SR 85	SR 85C
171718 <td>69 FTP-357</td> <td>2018 FTP</td> <td>SR 85 @ SR 74</td> <td>Roadway-Intersection Improvements</td> <td>SR 85 @ SR 74</td> <td>SR 85</td> <td>SR 74</td>	69 FTP-357	2018 FTP	SR 85 @ SR 74	Roadway-Intersection Improvements	SR 85 @ SR 74	SR 85	SR 74
17.17.17.17. 2010 FTP Dipport Tail B "proce Road Roadway-instruction improvements SR 2 & Nervine Road St 2.2 Nervine Road Nervine Road Nervine Road Nervine Road Nervine Road	70 FTP-358	2018 FTP	SR 54 @ McDonough Road	Roadway-Intersection Improvements	SR 54 @ McDonough Road	SR 54	McDonough Road
P1 P3 P3 P3 P3 P3 P3 P3 P3	71 FTP-360	2018 FTP	SR 74 @ Redwine Road	Roadway-Intersection Improvements	SR 74 @ Redwine Road	SR 74	Redwine Road
19 19 19 20 19 20 19 20 10<	72 FTP-363	2010 FTP	Dogwood Trail @ Tyrone Road	Roadway-Intersection Improvements	Dogwood Trail @ Tyrone Road	Dogwood Trail	Tyrone Road
Pht P00 Pht P100 Pht P1000 Pht P1000 Pht P1000 Pht P1000 Pht P1000 Pht P1000 Pht P10000 Pht P10000 Pht P100000 Pht P1000000000000000000000000000000000000	73 FTP-365	2010 FTP	SR 92 @ Newton Road	Roadway-Intersection Improvements	SR 92 @ Newton Road	SR 92	Newton Road
70 70 70 70<	74 FTP-368	2010 FTP	SR 279 @ Old Ford Road	Roadway-Intersection Improvements	SR 279	SR 279	Old Ford Road
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116 FTP-4402018 FTPGoza Road Bikable ShoulderLast Mile Connectivity/Bicycle FacilitiesGoza RoadSR 85	115 FTP-432			· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·
	116 FTP-440	2018 FTP	Goza Road Bikable Shoulder	Last Mile Connectivity/Bicycle Facilities	Goza Road	SR 85	SR 92

# P	RJ_ID	PRJ_SRC	PRJ_NAME	PRJ_TYPE	RDWY_NAME	EXT_FROM	EXT_TO
117 F	TP-441	2018 FTP	Bernhard Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Bernhard Road	Robinson Road	Goza Road
118 F	TP-442	2018 FTP	Ebenezer Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Ebenezer Road	PTC Boundary	SR 54
119 F	TP-443	2018 FTP	Ebenezer Church Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Ebenezer Church Road	Robinson Road	Redwine Road
120 F	TP-447	2018 FTP	Flower Road/Ellison Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Flower Road	Tyrone Road	Sandy Creek Road
121 F	TP-448	2018 FTP	Sandy Creek Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Sandy Creek Road	Ellison Road	Lees Mill Road
122 F	TP-449	2018 FTP	Lees Mill Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Lees Mill Road	Sandy Creek Road	Lees Lake Road
123 F	TP-450	2018 FTP	Lees Lake Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Lees Lake Road	Lees Mill Road	SR 92
124 F	TP-451	2018 FTP	SR 74/Padgett Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	SR 74/Padett Road	Redwine Road	Morgan Mill Road
125 F	TP-452	2018 FTP	Morgan Mill Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Morgan Mill Road	Padgett Road	Brooks-Woolsey Road
126 F	TP-453	2018 FTP	Bankstown Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Bankstown Road	Morgan Mill Road	85C
127 F	TP-454	2018 FTP	85C Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	85C	Bandstown Road	Morgan Mill Road
128 F	TP-455	2018 FTP	Price Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Price Road	Bankstown Road	85C
129 F	TP-456	2018 FTP	McIntosh Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	McIntosh Road	85C	Hardy Road
130 F	TP-457	2018 FTP	Hardy Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Hardy Road	McIntosh Road	Mask Road
131 F	TP-458	2018 FTP	Mask Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Mask Road	Brooks Road	Hardy Road
132 F	TP-459	2018 FTP	Grant Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Grant Road	McIntosh Road	Brooks-Woolsey Road
133 F	TP-460	2018 FTP	Brooks-Woolsey Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Brooks-Woolsey Road	85C	Antioch Road
134 F	TP-461	2018 FTP	Antioch Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Antioch Road	Brooks-Woolsey Road	Goza Road
135 F	TP-462	2018 FTP	Huckaby Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Huckaby Road	Brooks-Woolsey Road	Rising Star Road
136 F	TP-463	2018 FTP	Rising Star Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Rising Star Road	Huckaby Road	Old Greenville Road
137 F	TP-464	2018 FTP	Old Greenville Road Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Old Greenville Road	Rising Star Road	Sourwood Trail
138 F	TP-465	2018 FTP	Sourwood Trail Bikeable Shoulder	Last Mile Connectivity/Bicycle Facilities	Sourwood Trail	Old Greenville Road	Antioch Road
139 F	TP-466	2018 FTP	SR 92 Sidewalks	Last Mile Connectivity/Pedestian Facilities	SR 92	SR 85 in Fayetteville	Peters Road
140 F	TP-467	2018 FTP	SR 314 Sidewalks	Last Mile Connectivity/Pedestian Facilities	SR 314	SR 85 in Fayetteville	SR 138 in Fulton County
141 F	TP-468	2018 FTP	SR 85 Sidewalks	Last Mile Connectivity/Pedestian Facilities	SR 85	N Jeff Davis Road	Kenwood Road
142 F	TP-469	2018 FTP	SR 92 South Sidewalks	Last Mile Connectivity/Pedestian Facilities	SR 92 South	Antioch Road	SR 85
143 F	TP-470	2018 FTP	SR 85 South Sidewalks	Last Mile Connectivity/Pedestian Facilities	SR 85 south	Price Road	Grady Avenue
144 F	TP-471	2018 FTP	Corinth Road Sidepath	Last Mile Connectivity/Joint Bike-Ped Facilities	Corinth Road	SR 54	SR 85
145 F	TP-472	2018 FTP	County Line Road Sidepath	Last Mile Connectivity/Joint Bike-Ped Facilities	County Line Road	S Jeff Davis Road	County Line Court

COUNTY AGENDA REQUEST

Department:	Public Works / 2017 SPLOST	Presenter(s):	Phil Mallon, Director								
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #16								
Wording for the Agenda:											
Consideration of Croy's Task Order #6 for Contract #1431-P - Corridor Planning Studies for Sandy Creek Road (17TAE), Tyrone- Palmetto Roads (17TAQ), and Banks Road (17TAP) in the amount of \$528,160.											
Background/History/Detail	S:										
Fayette County's 2017 Transportation SPLOST list includes multiple detailed planning study projects. Each study has the goal of identifying the need and purpose of future corridor improvements and position the corridor for possible for federal aid in the future. Three of the corridor studies (Sandy Creek Road, Tyrone & Palmetto Roads, and Banks Road) were grouped as one project and submitted to the Atlanta Regional Commission (ARC) for financial assistance in preparing the studies. The BOC approved the Agreement with ARC for this project on October 25, 2018. Per the Agreement, the project costs are split 80/20 between ARC and Fayette County. The scope of work includes a review of existing conditions & technical analysis, public involvement, and development of a draft concept plan and draft concept report (similar to GDOT standards).											
What action are you seeki Approval of Croy's Task (Transportation Engineer of Record p ng from the Board of Commissioner Drder #6 for Contract #1431-P - Corn iks Road (17TAP) in the amount of \$	s? ridor Planning Studies for Sandy Cre	eek Road (17TAE), Tyrone-Palmetto								
If this item requires funding											
	ugh the 2017 SPLOST project numb ounty SPLOST by the ARC.	ers 17TAE, 17TAQ and 17TAP. Eig	hty percent of the project cost shall be								
Has this request been cor	nsidered within the past two years?	No If so, whe	n?								
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup P	rovided with Request? Yes								
		Clerk's Office no later than 48 ho udio-visual material is submitted a	urs prior to the meeting. It is also at least 48 hours in advance.								
Approved by Finance	Yes	Reviewec	l by Legal								
Approved by Purchasing	Yes	County C	lerk's Approval Yes								

Administrator's Approval

Staff Notes:



Purchasing Department

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: November 8, 2018

Subject: Contract #1431-P: Transportation Engineer of Record Task Order #6: Corridor Planning Studies

The 2017 SPLOST Manual includes planning studies for several corridors, including:

- Project B.2 Sandy Creek Road Operational Improvements
- Project E.2 Tyrone & Palmetto Roads Scoping Study
- Project E.1 Banks Road Scoping Study

On May 11, 2017 the BOC approved applying with the Atlanta Regional Commission (ARC) for financial assistance for these projects. On October 25, 2018 the Board approved a sub-grant agreement with ARC for completion of the corridor studies.

Croy Engineering, LLC is the current Transportation Engineer of Record for the Division of Public Works. Task Order #6 will authorize Croy Engineering to perform the three corridor planning studies.

Federal funds will reimburse 80% of the cost of the studies. The attached display provides details of the funding. Specifics of the Task Order are as follows:

Contract Name Task Order	1431-P: Transportation Engineer of Record #6: Corridor Planning Studies					
Contractor	Croy Engineeri	ng, LLC				
Not to Exceed Amount	\$528,160.00 (ii	ncluding the Federal & county shares)				
Budget:						
Fund	322	2017 SPLOST				
Organization Code	32240220	Road SPLOST Projects				
Object Code	541210	Other Improvements				
Project	See Attached					
Available Balance	See Attached					

ATTACHMENT

1431-P Transportation Engineer of Record Task Order #6: Corridor Planning Studies (Sandy Creek, Tyrone-Palmetto, & Banks Roads)

SPLOST Manual Project # CIP Number	Sandy Creek Operational Improvements B.2 17TAE	Tyrone & Palmetto Banks Road <u>Scoping Study</u> <u>Planning Study</u> E.2 E.1 17TAQ 17TAP		<u>Total</u>
Allocated SPLOST Budget	\$71,800.00	\$84,600.00	\$47,000.00	\$203,400.00
Task Order 6 Price Less: Fed Reimbursement Net Cost to County	173,860.00 (139,088.00) 34,772.00	198,870.00 (159,096.00) 39,774.00	155,430.00 (124,344.00) 31,086.00	528,160.00 (422,528.00) 105,632.00
Remaining Budget Balance	\$37,028.00	\$44,826.00	\$15,914.00	\$97,768.00

Sandy Creek Road

 Category: Possible Federal Aid Corridor Improvement Project
 Location: Tyrone and Palmetto Roads
 SPLOST Detailed Planning Study: \$71,800

Project Description

Sandy Creek Road is a 4.6-mile major road extending from Veterans Parkway in Fayetteville to SR 74 in Tyrone. Recent and expected growth within Fayetteville and around the Pinewood Studios is expected to increase traffic on Sandy Creek Road. Fayette County received feedback from citizens with concerns about intersection safety, increasing truck use, and vehicle speeds.

This project develops a plan to ensure Sandy Creek Road is improved in a way that adequately meets current and future transportation needs. Examples of possible operational improvements include: reconfiguration of intersections, addition of passing lanes, shoulder improvements, correction of sub-standard horizontal and vertical sight distances, an improved railroad crossing, and measures to balance growth demands with existing property owner needs and desires along the corridor.

Location



Existing Conditions



Possible Intersection Reconfiguration : Sandy Creek Road, Eastin Road, Sams Drive and Trustin Lake Drive

This project may or may not be advanced beyond the Detailed Planning Study. The final prioritization and funding levels for this project and the other eligible Federal-Aid Corridor Improvement Projects will be set by the Transportation Committee and the Board of Commissioners upon completion of the Detailed Planning Studies.

> Operational Improvements Cost <u>if funded:</u> Federal/State: \$12,144,000 Local Match: \$3,036,000

Tyrone & Palmetto Roads

Category: Detailed Planning Study/ Possible Federal Aid Corridor Improvement Project

Location: Tyrone and Palmetto Roads

SPLOST Detailed Planning Study: \$84,600

Project Description

Tyrone Road is a 4.5-mile road extending from SR 54 to Senoia Road in Tyrone. Palmetto Road runs 1.7 miles from Senoia Road to the Coweta County border. Palmetto Road is often used for access to Interstate I-85 at the Collinsworth Road interchange.

With the exception of the Tyrone portion, the majority of this corridor has no pedestrian or bicycle accommodations.

This project will ensure Tyrone Road is improved to adequately meet current and future transportation needs. Possible improvements may include: capacity increases, shoulder improvements, turn lanes, different intersection controls, correction of sub-standard horizontal and vertical sight distance, and addition of sidewalks, bike lanes or multi-use paths.

Some specific intersections to be realigned or changed to a difference type of intersection control (e.g., a roundabout) include: Arrowood Road and Spencer Lane with Palmetto Road; Ellison Road and Tyrone Road; Dogwood Trail with Tyrone Road; and Flat Creek Trail with Tyrone Road. Details of this project will be coordinated with Town of Tyrone SPLOST projects.

This is a joint effort with the Town of Tyrone and they are supportive of the project.

Location





This project may or may not be advanced beyond the Detailed Planning Study. The final prioritization and funding levels for this project and the other eligible Federal-Aid Corridor Improvement Projects will be set by the Transportation Committee and the Board of Commissioners upon completion of the Detailed Planning Studies.

> Operational Improvements Cost <u>if funded:</u> Federal/State: \$24,800,000 Local Match: \$6,200,000

Banks Road

Category: Detailed Planning Study/ Possible Federal Aid Corridor Improvement Project

Location: Banks Road

SPLOST Detailed Planning Study \$47,000

Project Description

Banks Road is a 1.7-mile road extending from SR 54 to SR 314. The western end of Banks Road (approximately 0.38 miles) is within the limits of Fayetteville.

The road is used a cut-thru between SR 314, SR 85, SR 54 and McDonough Road but is not properly designed for current (and future) traffic volumes and pedestrian demands. For example, a 1.25-mile stretch of Banks has 10 intersections, 25 residential driveways, and approximately 250 acres of undeveloped land with existing road frontage on Banks. There are no sidewalks, bike lanes or multi-use paths.

This project will ensure Banks Road is improved to meet current and future transportation demands. Possible improvements could include: capacity increases (e.g., addition of a third lane), shoulder improvements, turn lanes, different intersection controls, correction of substandard horizontal and vertical sight distances, and addition of sidewalks, bike lanes and/or multi-use paths. Similar to the other Corridor Projects, the specific scope will be determined from the Detailed Planning Study.

Location





This project may or may not be advanced beyond the Detailed Planning Study. The final prioritization and funding levels for this project and the other eligible Federal-Aid Corridor Improvement Projects will be set by the Transportation Committee and the Board of Commissioners upon completion of the Detailed Planning Studies.

> Operational Improvements Cost <u>if funded:</u> Federal/State: \$12,000,000 Local Match: \$3,000,000

Task Order

Contract Number: 1431-P **Task Order Number: 6 Contract Name: Transportation Engineer of Record Contractor:** Croy Engineering This Task Order is issued by Fayette County, Georgia in accordance with the above-named Contract and as described in the accompanying of the task(s). **Task Order Description:** To include: Task Order #6 – Corridors Planning Studies Sandy Creek Road, Fayette County Project Number 17TAE Tyrone-Palmetto Road, Fayette County Project Number 17TAQ Banks Road, Fayette County Project Number 17TAP **Fayette County's Task Order Manager:** Name: Phil Mallon Phone: (770) 320-6009 Email: pmallon@fayettecountyga.gov **Task Orders Not-To-Exceed Price:** Task Order #6 \$528,160.00 **CONTRACTOR: FAYETTE COUNTY, GEORGIA:** Signature: Signature: _____ Print Name: <u>Chris Rideout</u> Print Name: _____ Title: _____ Title: <u>Program Manager</u>

Date: ____10/25/18_____

Date: _____

Proposal to Fayette County for Task Order #6 Corridors Planning Studies

Submitted to:

Fayette County Fayette County Georgia Administrative Complex 140 Stonewall Ave. West, Suite 203 Fayetteville, Georgia 30214

Phil Mallon Email: pmallon@fayettecountyga.gov Phone: (770) 320-6009

Submitted by:

Croy Engineering 200 Cobb Parkway North Building 400, Suite 413 Marietta, Georgia 30062

Email: crideout@croyengineering.com Phone: (770) 971-5407

October 25, 2018



A. Introduction

Detailed planning studies for three corridors are being administered through the Atlanta Regional Commission (ARC). The ARC project number is FA-AR-100. In addition to a local match, Federal funding through the Surface Transportation Block Grant (STBG) program is provided.

The local match to perform detailed corridor planning studies for the roadways is provided by the 2017 Special Purpose Local Option Sales Tax (SPLOST) program for Fayette County. The following list shows these corridors and the study limits; their alpha-numeric designation as a transportation improvement project in the 2017 SPLOST Project Manual for Fayette County; and their Project Number.

CORRIDOR	SPLOST	Project
	Project	Number
Sandy Creek Road from SR 74 to Veterans Parkway	B.2	17TAE
Tyrone-Palmetto Road from the Coweta County Line to SR 54	E.2	17TAQ
Banks Road from SR 314 to SR 54	E.1	17TAP

This triad of corridor improvements scoping studies will exam options for accommodating increased traffic volumes from automobiles and trucks while improving safety and multi-modal accessibility. Traffic volumes are expected to increase due to the growth of Pinewood Studios and forthcoming major developments, including Folia Crossroads, Founders Studio and Founders Square. The scoping studies will develop viable, multi-modal, and cost-effective draft concepts along the three corridors and at key intersections that consider short and long range alternatives for improving safety, efficiency, and operations. The project recommendations will be based on the following criteria and considerations:

- Consistency with the vision and goals set forth in Fayette County's Comprehensive Transportation Plan, the Atlanta Region's Plan, and other pertinent planning documents
- Collaborative involvement and support of key stakeholders and the public
- Potential to address existing and future mobility needs of the corridors for all modes and users
- Sensitivity to current and future land uses, including access management strategies that maximize safety and efficiency
- Safety throughout the corridor and at intersections



B. Introduction

The work to be accomplished under this contract for the three corridors is divided into the following tasks:

Task 1 - Review of Existing Conditions & Technical Analysis

Conduct traffic, environmental, and geometric study to determine feasibility of various crosssections and concept layouts along the corridor. Specific tasks include:

- Conduct a review of relevant previous plans and studies, current land use or transportation regulations or policies that impact the study area, and developments and projects underway, permitted or programmed in the study area. Conduct traffic counts and trip generation analysis. The data will include, but will not be limited to, peak-hour turning movement counts, volumes at major intersections, truck volumes, and daily traffic counts.
- Conduct a review of the operations along the study corridors, including, but not limited to bicycle and pedestrian infrastructure, inventory of intersections, tum lanes, medians, locations of driveways and opportunities for consolidation, and signal timing information.
- Conduct a safety audit of the study corridor, including reviewing the most recent 5 years of crash data available for all modes, conducting a field visit by the stakeholder team, and photo-documentation potential safety risk factors. Analyze crash data to understand not just crash counts and locations but crash type and characteristics.
- Conduct preliminary environmental screening consisting of a windshield survey, ground truthing (where necessary), and electronic database record research to document environmentally sensitive resources within the natural, social, and cultural environments including but not limited to NWI mapping, cultural and historic resources, underground storage tank or Hazmat sites, threatened and endangered species, noise and air quality impacts, floodplains.
- Research right-of-way (ROW) information to determine number of parcels, driveways, easements, property owners, potential relocations and other impacts, and estimated costs for acquisitions including easements.
- Identify pre-existing utilities or railroads that could be impacted by any of the alternative concepts identified, and corresponding contact information of the utility owners.
- Conduct a needs assessment using the latest version of the ARC Travel Demand Model (or other traffic simulation forecasting application) and GDOT historical traffic count data to develop a proposed growth rate and traffic analysis of existing conditions and future year no-build conditions for the design year and open year. Existing and future system deficiencies and needs will be identified based on the traffic analysis results.



Task 2-Public Involvement

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area. Collaborative involvement of racial and ethnic minorities, as well as low-income households will be integral. An effective and innovative public involvement program will be developed with input from Fayette County and ARC.

<u>Project Management Team</u>: The County shall establish a Project Management Team that includes, at a minimum, the County project manager, the consultant(s), and ARC. This team shall meet monthly (in-person or via conference call as appropriate) to share information, discuss the study progress, and plan for upcoming meetings. The project's ARC project manager must be notified of all public meetings taking place.

Stakeholder and Public Engagement:

The outreach plan and schedule must be approved by the Project Management Team, and shall include outreach and coordination with targeted stakeholders and agency partners, as well as broad outreach to the public. Minimum requirements are as follows:

- Stakeholder Coordination and Outreach:
 - Outreach to key stakeholders, including Pinewood Studios and Piedmont Fayette Hospital, property owners, business owners, schools, residents and tenants adjacent to the study corridor. The format may include, but not be limited to, meetings (in person, phone or web-conference), focus groups and/or individual stakeholder interviews.
 - Agency coordination with relevant Fayette County offices (e.g. Planning, Public Works), GDOT offices (e.g. Planning, District Engineer, Traffic Safety, and Environmental Services), State Historic Preservation Office (if warranted), City of Fayetteville planning department, ARC, railroad owners, and other agency partners as needed.
- Engagement with the public will include educating about design alternatives and their potential impacts, as well as, seeking input and consensus on preferred concepts, typical sections or improvements. A variety of tools and approaches should be used, including social media, surveys, and hosting in-person outreach activities along the corridor. No fewer than two (2) public events shall be held, however if appropriate, they may be combined with other meetings, events, or festivals in the area such as Balloons over Fayette.
- Project information will be uploaded to a project website (hosted by the County) to provide basic project information to the public, and shall include project materials, meeting summaries, and design alternatives being considered, and shall provide the opportunity to leave feedback. Notice of public meetings will be shared on variable message boards placed along the study corridors. Property owners along the corridors will also receive project information postcards. Project information and opportunities



for input will also be shared on social media.

Task 3-Conceptual Plan and Draft Concept Report

Based on the existing conditions, technical analysis, public and stakeholder input, the PM team can develop concept layouts and typical sections of the preferred alternatives for each corridor and prepare a report that follows the GDOT Concept Report format for at least one of the corridors. The following tasks are required:

- Develop preferred and alternative alignments and typical sections for the corridors. Documentation for selection of Preferred Concepts to include public, stakeholder, GDOT and agency comments, as well as technical justifications related to but not limited to traffic, safety, constructability.
- Preparation of draft report that follows the GDOT Concept Report format for at least one corridors, which includes analysis of potential environmental impacts, ROW and cost estimates. With ARC's assistance, seek preliminary review and comments of draft report from GDOT staff.
- Concepts shall comply with ARC's and GDOT's Complete Streets policies, FHWA proven safety countermeasures, and should incorporate green infrastructure as a means of minimizing stormwater runoff.

Task 4 - Prepare Project Deliverables

The following shall be developed and submitted to ARC in the format indicated below:

- Deliverables:
 - Summary report that includes the study purpose and outline of the process, map of study area, a summary of public involvement, summary of findings from the traffic analysis, crash and safety analysis, environmental scan, preferred and alternative concept. Additional documentation and raw data may be attached as appendices, including:
 - Traffic counts, turning movements and other raw traffic data
 - Environmental/historic resources scan memo or survey
 - Public involvement documentation such as sign-in sheets, meeting flyers, agendas, summaries, photos, and compilation of public comments
 - Crash data
 - Any other raw data or documentation required for the concept development of Concept Report format
 - Completed draft report that follows the Concept Report format ready for submission to GDOT for at least one corridor.
 - Preferred and Alternative Conceptual Plan Layouts and Typical Sections for all three corridors.
- Format:
 - o <u>Summary Report documents</u>:
 - Single combined PDF file of the final report document which includes the summary report, concept layout, typical sections and the remaining full documentation as appendices (as described above).



- In addition to the final report, *individual* PDF files of each of the following will be provided:
 - Preferred and alternative concept plan layout and typical sections
 - Traffic study
 - Environmental/historic resource scan memo or survey
- One (1) printed final report document and appendices in 8.5"x 1 1" and concept plan and typical sections in 11"x17".
- <u>GDOT Concept Report</u>: PDF of completed report that follows the GDOT Concept Report format
- A USB thumb drive containing electronic files in their original formats with supporting graphics and GIS or other data files (Word, Excel, InDesign, CAD, etc.).

C. Project Cost

An estimate for the Task Order costs is provided in the following tables. The costs are based on the current understanding of the corridor study requirements and best estimates of level of effort required to perform the necessary services. The tasks and fees may be subject to change upon agreement between Fayette County and Croy. The Task Order will be billed at a price not to exceed \$528,160.

	Sandy Creek Road Corridor							
Task	Description	Cost						
1	Review of Existing Conditions & Technical Analysis	\$ 29,270						
2	Public Involvement	\$ 48,420						
3	Concepts Plan and Draft Report	\$ 70,660						
4	Prepare Project Deliverables	\$ 25,510						
	Sub-Total	\$173,860						

	Tyrone-Palmetto Road Corridor							
Task	Description	Cost						
1	Review of Existing Conditions & Technical	\$ 31,970						
	Analysis							
2	Public Involvement	\$ 54,700						
3	Concepts Plan and Draft Report	\$ 82,490						
4	Prepare Project Deliverables	\$ 29,710						
	Sub-Total	\$198,870						

	Banks Road Corridor						
Task	Description	Cost					
1	Review of Existing Conditions & Technical	\$ 25,120					
	Analysis						
2	Public Involvement	\$ 41,010					
3	Concepts Plan and Draft Report	\$ 65,770					
4	Prepare Project Deliverables	\$ 23,530					
	Sub-Total	\$155,430					
	TOTAL	\$528,160					



D. Project Schedule

The study for all three corridors will be conducted simultaneously. The schedule below shows the projected duration to accomplish the tasks; because the date of the Notice to Proceed is unknown, specific dates for tasks' completion are not give. Also specific dates for the stakeholder committee meetings, PIOHs, and intercepts will be defined in the Public Involvement Plan.

ТАСИ									MO	NTH											
TASK	1	2	3	L	ļ	, ,	ç	6	õ	-	7	8	3	Ç	9	1	0	1	1	1	.2
Review of Existing Conditions & Technical Analysis																					
Public Involvement																					
Conceptual Plan and Draft Report																					
Prepare Project Deliverables																					



E. Assumptions

The review time for submitted documents will be completed within 2 weeks.

There is no expense for using locations to host public meetings.

Fayette County's website will be used for disseminating information on the status of the corridor studies and upcoming events.

COUNTY AGENDA REQUEST

Page 132 of 323

Department:	Public Works / 2017 SPLOST	Presenter(s):	Phil Mallon, Director						
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #17						
Wording for the Agenda:									
	ask Order #8 for Contract #1431-P	- SR 279 Planning Study (17TAD an	d 17 TAT) in the amount (of \$250,000.					
Background/History/Detail	S:								
Fayette County's 2017 Tr identifying the need and p Two of the studies (Realig submitted to the Atlanta F	ansportation SPLOST list includes r purpose of future corridor improveme gnment of SR 279 and Corinth Roac Regional Commission (ARC) for fina	nultiple detailed planning study proje ents and position the corridor for pos d and SR 279 Detailed Planning Stud ncial assistance in preparing the stud er the Agreement, the project costs a	sible for federal aid in the dy) were grouped as one j dies. The BOC approved	project and the					
· ·	es a review of existing conditions & port (similar to GDOT standards).	technical analysis, public involvemer	nt, and development of a d	draft concept					
Croy is Fayette County's	Transportation Engineer of Record	per Contract No. 1431-P.							
What action are you seeki	ng from the Board of Commissioner	s?							
Approval of Croy's Task (Order #8 for Contract #1431-P - SR	279 Planning Study (17TAD and 17	ΓΑΤ) in the amount of \$25	0,000.					
If this item requires funding	g, please describe:								
	igh the 2017 SPLOST project numb unty SPLOST by the ARC.	ers 17TAD and 17TAT. Eighty perce	ent of the project cost sha	III be					
Has this request been cor	nsidered within the past two years?	No If so, whe	n?						
Is Audio-Visual Equipmen	t Required for this Request?*	No Backup P	rovided with Request?	Yes					
		Clerk's Office no later than 48 ho udio-visual material is submitted							
Approved by Finance	Yes	Reviewec	I by Legal						
Approved by Purchasing	Yes	County C	lerk's Approval Yes	,					

Administrator's Approval

Staff Notes:



To: Steve Rapson

From: Ted L. Burgess

Date: November 8, 2018

Subject: Contract #1431-P: Transportation Engineer of Record Task Order #8: SR 279 Planning Study

The 2017 SPLOST Manual includes two studies for State Route (SR) 279, as follows:

- Project B.1 Realignment of SR 279 and Corinth Road
- Project E.5 SR 279 Detailed Planning Study

On October 25, 2018 the Board approved a sub-grant agreement with the Atlanta Regional Commission (ARC) for completion of the corridor studies. The ARC has combined the two into a single project.

Croy Engineering, LLC is the current Transportation Engineer of Record for the Division of Public Works. Task Order #8 will authorize Croy Engineering to conduct a study to examine intersection and corridor configuration options to improve mobility and safety, and alternatives for improving multi-modal safety and operations of the SR 279 corridor. Individual tasks and costs in Task Order #8 are as follows:

Review of Existing Conditions	\$32,840
Public Involvement	74,820
Conceptual Plan & Draft Concept Report	113,940
Prepare Project Deliverables	28,400
Total Task Order	\$250,000*

Specifics of the Task Order are as follows:

Contract Name	1431-P: Transportation Engineer of Record				
Task Order	#8: SR 279 Planning Study				
Contractor	Croy Engineering, LLC				
Not to Exceed Amount	\$250,000.00*				
Budget:					
Fund	322	2017 SPLOST			
Organization Code	32240220	Road SPLOST Projects			
Object Code	541210	Other Improvements			
Project & Budget Balance:					
17TAD (Planning Study)	\$65 <i>,</i> 400.00				
17TAT (SR 279 & Corinth)	<u>4,561,270.00</u>				
Total Budget	\$4,626,670.00				

*The Federal government will reimburse 80% of this amount to the county.

Scope of Work - Task Order #8

October 19, 2018



Task Order

Contract Number:	1431-P		Task Order Number: 8				
Contract Name: Transportation Engineer of Record							
Contractor: Croy Er	ngineering						
This Task Order is is: Contract and as descr			gia in accordance with the above-named x(s).				
Task Order Descrip	tion:						
To include: T	ask Order #	8 – SR 279 Plann Fayette Coun	ing Study ty Project Number 17TAT				
Fayette County's Ta	ask Order M	Manager:					
Name: Phil Mallon	Phone: (7	70) 320-6009	Email: pmallon@fayettecountyga.gov				
Task Orders Not-To	D-Exceed P	rice:					
Task	Order #8		\$250,000.00				
CONTRACTOR:			FAYETTE COUNTY, GEORGIA:				
			a :				

Signature: _____

Print Name: ___Chris Rideout_____

Title: <u>Program Manager</u>

Date: <u>10/19/2018</u>

Signature: _____

Print Name: _____

Title: _____

Date: _____



Proposal to Fayette County for Task Order #8 SR 279 Planning Study

Submitted to:

Fayette County Fayette County Georgia Administrative Complex 140 Stonewall Avenue West, Suite 203 Fayetteville, Georgia 30214

Phil Mallon Email: pmallon@fayettecountyga.gov Phone: (770) 320-6009

Submitted by:

Croy Engineering 200 Cobb Parkway North Building 400, Suite 413 Marietta, Georgia 30062

Email: crideout@croyengineering.com Phone: (770) 971-5407

October 19, 2018



A. Introduction

The SR 279/SR 85 Corridor Study, from SR 279 at SR 138 to SR 85 at Corinth Road, is identified in the Atlanta Regional Commission's (ARC) Transportation Improvement Program (TIP) with project identification number FA-AR-101. This project is also identified in the 2017 Special Purpose Local Option Sales Tax (SPLOST) program for Fayette County as two projects: a planning study for the realignment of SR 279 and Corinth Road at the intersection of SR 85 and a planning study for the SR 279 corridor from west of SR 85 to the Fayette County line. The alphanumeric designation as a transportation improvement in the 2017 SPLOST Project Manual for these projects are B.1 and E.5, respectively.

The SR 279 Study will examine viable, cost-effective intersection and corridor configuration options that improve mobility and safety. Concepts will also consider short and long range alternatives for improving multi-modal safety, efficiency, and operations of the SR 279 corridor. The project recommendations will be based on the following criteria and considerations:

- Consistency with the vision and goals set forth in Fayette County's Comprehensive Transportation Plan, the Atlanta Region's Plan, and other pertinent planning documents
- Collaborative involvement and support of key stakeholders and the public
- Potential to address existing and future mobility needs of the corridors for all modes and users
- Sensitivity to current and future land uses, including access management strategies that maximize safety and efficiency
- Safety throughout the corridor and at intersections

B. Scope of Work

The work to be accomplished under this Task Order is divided into the following tasks:

Task 1 - Review of Existing Conditions & Technical Analysis

Conduct traffic, environmental, and geometric study to determine feasibility of various crosssections and concept layouts along the corridor. Specific tasks include:

- Conduct a review of relevant previous plans and studies, current land use or transportation regulations or policies that impact the study area, and developments and projects underway, permitted or programmed in the study area.
- Conduct traffic counts and trip generation analysis. The data will include, but will not be limited to, peak-hour turning movement counts, volumes at major intersections, truck volumes, and daily traffic counts.
- Conduct a review of the operations along the study corridor, including, but not limited to bicycle and pedestrian infrastructure, inventory of intersections, turn lanes, medians, locations of driveways and opportunities for consolidation, and signal timing information.



- Conduct a safety audit of the study corridor, including reviewing the most recent 5 years of crash data available for all modes, conducting a field visit by the stakeholder team, photo-documenting potential safety risk factors. Analyze crash data to understand not just crash counts and locations but crash rates.
- Conduct preliminary environmental screening consisting of a windshield survey, ground truing (where necessary), and electronic database record research to document environmentally sensitive resources within the natural, social, and cultural environments including but not limited to NWI mapping, cultural and historic resources, underground storage tank or Hazmat sites, threatened and endangered species, noise and air quality impacts, flood plains.
- Research right-of-way (ROW) information to determine number of parcels, driveways, easements, property owners, potential relocations and other impacts, and estimated costs for acquisitions including easements.
- Identify pre-existing utilities or railroads that could be impacted by any of the alternative concepts identified, and corresponding contact information of the utility owners.
- Conduct a needs assessment using the latest version of the ARC Travel Demand Model (or other traffic simulation forecasting application) and GDOT historical traffic count data to develop a proposed growth rate and traffic analysis of existing conditions and future year no-build conditions for the design year and open year. Existing and future system deficiencies and needs will be identified based on the traffic analysis results.

Task 2- Public Involvement

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area. Collaborative involvement of racial and ethnic minorities, as well as low-income households will be integral. Fayette County and its consultants will be responsible for designing an effective and innovative public involvement program with input from ARC.

<u>Project Management Team:</u> The County shall establish a Project Management Team that includes, at a minimum, the County project manager, the consultant(s), and ARC. This team shall meet monthly (in-person or via conference call as appropriate) to share information, discuss the study progress, and plan for upcoming meetings. The project's ARC project manager must be notified of all public meetings taking place.

Stakeholder and Public Engagement:

The outreach plan and schedule must be approved by the Project Management Team, and shall include outreach and coordination with targeted stakeholders and agency partners, as well as broad outreach to the public. Minimum requirements are as follows:



- Stakeholder Coordination and Outreach:
 - Outreach to key stakeholders such as property owners, business owners, schools, places of worship, residents and tenants adjacent to the study corridor. The format may include, but not limited to, meetings (in person, phone or web-conference), focus groups and/or individual stakeholder interviews.
 - Agency coordination with relevant Fayette County offices (e.g. Planning, Public Works, Parks), GDOT offices (e.g. Planning, District Engineer, Traffic Safety, Environmental Services), State Historic Preservation Office (if warranted), City of Fayetteville Planning Department, ARC, railroad owners, and other agency partners as needed.
- Engagement with the public will include educating about design alternatives and their potential impacts, as well as seeking input and consensus on preferred concepts, typical sections or improvements. A variety of tools and approaches should be used, including social media, surveys, and hosting in-person outreach activities along the corridor. No fewer than two (2) public events shall be held, however if appropriate, they may be combined with other meetings, events, or festivals in the area such as Balloons over Fayette.
- Project information will be uploaded to a project website (hosted by the County or the consultant) to provide basic project information to the public, and shall include project materials, meeting summaries, and design alternatives being considered, and shall provide the opportunity to leave feedback. Notice of public meetings should be shared on variable message boards placed along the study corridor by Fayette County. Property owners along the corridor will also receive project information postcards. Project information and opportunities for input should also be shared on social media.

Task 3 -Conceptual Plan and Draft Concept Report

Task 3A: Realignment of SR 279 and Corinth Road (SPLOST 2017 Project B.1)

The SR 279 realignment with Corinth Road at SR 85 will impact the SR 279 corridor study. Consequently, the initial concept development effort will be on the intersection realignment portion.

There are a number of potential configurations that would result in the realignment of SR 279 to intersect SR 85 directly opposite Corinth Road. Each realignment would have significant impacts on existing roadway operations and private property owners. Croy will develop no more than four (4) configurations to accomplish the realignment. After developing conceptual alignments and prior to conducting detailed analysis, Croy will meet with Fayette County staff to discuss the alignments and ascertain if there are fatal flaws that would eliminate a particular realignment or modifications that could be made to a realignment.

Given the basic layout for the realignments one effort will be to quantify the benefits to be achieved in traffic operations. Traffic maneuvers will be reassigned to reflect the reconfiguration of the intersections. For example the westbound right turning traffic from Corinth Road that travels north



and then makes a left turn at SR 279 will be assigned as a through maneuver at the rebuilt intersection.

In addition, the costs and anticipated negative impacts will be quantified from detailed concept designs. For example, to effectuate the realignment it may be along an existing roadway that will have to be widened at SR 85 to accommodate turning lanes. Consequently in addition to construction costs there will be right-of-way costs. Another example is utilities may need to be relocated; consequently, utility costs will be included.

To compare the different realignments a comparative matrix will be developed. A side-by-side listing of the benefits and the impacts will be prepared so that a decision can be made as to the concept alternative with the highest benefits and least costs could be selected.

It is conceivable that the realignments have a cost that is too high for the benefits to be achieved. Therefore, as part of the concept design effort, application of innovative intersection designs will be developed for the existing intersections. An analysis of the changes in traffic operations plus planning level cost estimates will be prepared for the reconstructed intersections.

Task 3B: SR 279 Detailed Planning Study (SPLOST 2017 Project E.5)

For the SR 279 corridor from the Fayette County line to SR 85, a concept layout, typical sections, and preparation of a draft report that follows the GDOT Concept Report format for the preferred alternative will be developed. The preferred alternative will be based on the existing conditions, technical analysis, and public and stakeholder input. The following tasks will be performed:

- Develop preferred and alternative alignments and typical sections for the corridor.
- Documentation for selection of Preferred Concept (including public, stakeholder, GDOT and agency comments, as well as technical justifications related to but not limited to traffic safety, constructability).
- Preparation of draft report that follows the GDOT Concept Report format, which includes analysis of potential environmental impacts, ROW and cost estimates. With ARC's assistance, seek preliminary review and comments of concept report from GDOT staff.
- Concepts shall comply with ARC's and GDOT's Complete Streets policies, FHWA proven safety countermeasures, and should incorporate green infrastructure as a means of minimizing storm water runoff.

Task 4 - Prepare Project Deliverables

The following shall be developed and submitted to ARC in the format indicated below:

- <u>Deliverables</u>:
 - Summary report that includes the study purpose and outline of the process, map of study area, a summary of public involvement, summary of findings from the traffic analysis, crash and safety analysis, environmental scan, preferred and alternative concept. Additional documentation and raw data may be attached as appendices, including:
 - Traffic counts, turning movements and other raw traffic data
 - Environmental/historic resources scan memo or survey



- Public involvement documentation such as sign-in sheets, meeting flyers, agendas, summaries, photos, and compilation of public comments
- Crash data
- Any other raw data or documentation required for the concept development or Concept Report
- Completed report that follows the GDOT Concept Report format ready for submission to GDOT.
- o Preferred and Alternative Conceptual Plan Layouts and Typical Sections
- Action Plan with timing for implementation of corridor projects, cost estimates, and potential funding partners
- <u>Format</u>:
 - o <u>Summary Report documents:</u>
 - Single combined PDF file of the final report document which includes the summary report, concept layout, typical sections and the remaining full documentation as appendices (as described above).
 - In addition to the final report, *individual* PDF files of each of the following will be provided:
 - Preferred and alternative concept plan layout and typical sections
 - Traffic study
 - Environmental/historic resource scan memo or survey
 - One (1) printed final report document and appendices in 8.5"x 11" and concept plan and typical sections in 11"x17".
 - Report that follows the GDOT Concept Report format: PDF of completed report.
 - A USB thumb drive containing electronic files in their original formats with supporting graphics and GIS or other data files (Word, Excel, InDesign, CAD, etc.).

C. Project Cost

An estimate for the Task Order costs is provided in the following table. The costs are based on the current understanding of the realignment and corridor study requirements and best estimates of level of effort required to perform the necessary services. The tasks and fees may be subject to change upon agreement between Fayette County and Croy. The Task Order will be billed at a price not to exceed \$250,000.

	SR 279/SR 85 Corridor Study				
Task #	Description	Cost			
1	Review of Existing Conditions & Technical Analysis	\$32,840			
2	Public Involvement	\$74,820			
3	Conceptual Plan and Draft Concept Report	\$113,940			
4	Prepare Project Deliverables	\$28,400			
	Sub-Total	\$250,000			



D. Project Schedule

The schedule below shows the projected duration to accomplish the tasks; because the date of the Notice to Proceed is unknown, specific dates for tasks' completion are not given. As an example, if the Notice to Proceed is issued in November 2018, the project will be completed November 2019.

Task	Month											
I ask	1	2	3	4	5	6	7	8	9	10	11	12
 Review of Existing Conditions & Technical Analysis Public Involvement 												
3 Conceptual Plan and Draft Concept Report												
4. Prepare Project Deliverables												

Scope of Work - Task Order #8

October 19, 2018



E. Assumptions

The review time for submitted documents will be completed within 4 weeks.

COUNTY AGENDA REQUEST

Page 143 of 323

Department:	Purchasing	Presenter(s):	Ted Burgess, Director
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #18
Wording for the Agenda:			
		1428-P, Public Safety Radio System	, to E.F. Johnson Company for the not-
Background/History/Detai	ls:		
contract with E.F. Johnso Critical Partners, Inc. hel components of the agree As a result of the negotia through the 2017 Specia SPLOST: System & Infra	on Company for the not-to-exceed a d a series of meetings with E.F. Joh ement. ations, a negotiated contract is recon I Local Option Sales Tax \$10,217,28	mount of \$14,983,180.42. County stanson to negotiate scope of work, price mended with the not-to-exceed price 35.53 and future 911 Operating Budg	e, terms and conditions, and other e of \$14,964,675.53 which is funded
	ing from the Board of Commissioner act #1428-P, Public Safety Radio Sy	rs? Istem, to E.F. Johnson Company for	the not-to-exceed amount of
 If this itom requires funding	na planca dacariba		
If this item requires fundir This project is funded thr		Sales Tax and future 911 Operating	Budgets.
Has this request been co	nsidered within the past two years?	No If so, whe	n?
Is Audio-Visual Equipmer	nt Required for this Request?*	No Backup P	rovided with Request? Yes
	5	/ Clerk's Office no later than 48 ho audio-visual material is submitted a	, 0
Approved by Finance	Yes	Reviewed	by Legal
Approved by Purchasing	Yes	County C	lerk's Approval Yes

Administrator's Approval

Staff Notes:

AGREEMENT

Contract #1428-P: Public Safety Radio System

This Agreement made this day of ______, 2018 by and between Fayette County, Georgia (hereinafter called "Owner" or "County") and E.F. Johnson Company (hereinafter called "E.F. Johnson" or "Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The Contractor will provide a radio communications system, maintenance, and support as described in the Contract Document for a total not-to-exceed amount of \$14,964,675.53.
- 2. The term "Contract Document" means and includes this Agreement and the following documents listed below. In interpreting the Contract Documents and resolving any ambiguities, the main body of this Agreement will take precedence, and any inconsistency between documents a. through j. below, will be resolved in the order in which they are listed:
 - a. Attachment A 911 Radio System SPLOST Contractual Analysis;
 - b. Attachment B 911 Radio System SPLOST Contractual Analysis for Subscriber Radios;
 - c. Attachment C 911 Radio System SPLOST Contractual Analysis for Contingency/Enhancements;
 - d. Attachment D 911 Radio System M&O Budget Contractual Analysis including Attachment D-Detail;
 - e. Addendum A Contract Negotiations: Questions and Answers dated September 14, 2018;
 - f. Addendum B Revised Negotiated Pricing dated September 14, 2018;
 - g. County Terms & Conditions October 29, 2018 Revised;
 - h. Request for Proposals#1428-P: Public Safety Radio System, including Addenda 1 and 2;
 - i. E.F. Johnson Company Response to Fayette County RFP #1428-P for a Public Safety Radio System; and
 - j. Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date first above written.

OWNER:

BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA

(SEAL)

By: Eric K. Maxwell, Chairman

ATTEST:

Tameca P. White, County Clerk

CONTRACTOR:

_____ (L.S.)

BY: _____

Name: _____

Address: _____

Employer Identification Number:

911 Radio System - SPLOST Contractual Analysis

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	RFP Propsoed	Realigned	Revised	Negotiated
System Total	3,412,623.97	3,412,623.97	3,353,312.97	4,691,104.42
System And Infrastructure Subtotal	7,815,538.59	7,795,538.59	7,795,538.59	7,795,538.59
Features Subtotal	343,126.88	363,126.88	343,126.88	1,657,365.88
Onetime Startup Subtotal	1,253,958.50	1,253,958.50	1,214,647.50	1,238,199.95
Discount Subtotal Credit	(6,000,000.00)	(6,000,000.00)	(6,000,000.00)	(6,000,000.00)

System and Infrastructure

Sites	5,417,940.87	5,417,940.87	5,417,940.87	5,417,940.87
Network Management	124,693.87	124,693.87	124,693.87	124,693.87
Towers, Building, and Construction Costs	1,087,082.10	1,087,082.10	1,087,082.10	1,087,082.10
Dispatch Consoles	238,202.56	238,202.56	238,202.56	238,202.56
Logging Recorder Interface	28,884.19	8,884.19	8,884.19	8,884.19
IP Microwave	918,735.00	918,735.00	918,735.00	918,735.00
System And Infrastructure Subtotal	7,815,538.59	7,795,538.59	7,795,538.59	7,795,538.59

Features

GPS Location	80,826.00	80,826.00	80,826.00	80,826.00
ISSI	32,000.00	32,000.00	32,000.00	32,000.00
PTT over Cellular (Push To Talk)	82,398.00	82,398.00	82,398.00	82,398.00
Fire Station Alerting	43,829.00	43,829.00	43,829.00	43,829.00
Recommended Spares & Test Equipt	231,127.88	231,127.88	231,127.88	231,127.88
Add "Value" Options	0.00	20,000.00	0.00	0.00
All Options Incentive	(977,471.00)	(977,471.00)	(977,471.00)	(858,171.00)
Back Up Control Stations for Consoles	115,617.00	115,617.00	115,617.00	115,617.00
Enable P25 Data	734,800.00	734,800.00	734,800.00	734,800.00
Post-RFP Site Enhancements			•	
Spares - Reference Generator & Firewall				14,250.00
Tornado Warning System Radio Upgrade				173,474.00
Interoperability (Motorola Units)				39,220.00
Enhanced Monitoring Tools				220,489.00
New AC Units at sites				200,523.00

Features Subtotal	343,126.88	363,126.88	343,126.88	1,657,365.88
Program Management Services				125,000.00
Enable Data Repeaters to Phase II				421,983.00
New AC Units at sites				200,523.00
Ennanced Wohltoring Tools				220,489.00

Onetime Startup Costs

EEL On a la stallation	1 400 277 50	4 400 277 50	604 605 00	604 605 00
EFJ One Installation	1,188,277.50	1,188,277.50	604,605.00	604,605.00
Siren PM Services				14,917.50
Radio One Installation			583,672.50	583,672.50
Training			23,870.00	8,634.95
Training - Microwave			0.00	23,870.00
Performance Bond	63,181.00	63,181.00	0.00	0.00
Shipping	2,500.00	2,500.00	2,500.00	2,500.00
Service Subtotal	1,253,958.50	1,253,958.50	1,214,647.50	1,238,199.95

Discounts

Infrastructure System Purchase Discount by 11/15	(3,000,000.00)	(3,000,000.00)	(3,000,000.00)	(3,000,000.00)
Contract all items proposed	(3,000,000.00)	(3,000,000.00)	(3,000,000.00)	(3,000,000.00)
Incentive Subtotal Credit	(6,000,000.00)	(6,000,000.00)	(6,000,000.00)	(6,000,000.00)

911 Radio System - SPLOST Contractual Analysis

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Subscriber Radios	RFP Propsoed	Realigned	Revised	Negotiated
Portable Radio Type 1 - VP5000				182,988.00
Portable Radio Type 2 - VP6000 Public Safety	3,789,650.00	3,789,650.00	3,789,650.00	1,121,990.13
Single-band Mobile Radio - VM5000	4,377,643.20	4,377,643.20	4,377,643.20	235,724.28
Single-band Mobile Radio - VM6000 Public Safety				1,021,261.83
Subscriber volume as proposed	(1,604,433.00)	(1,604,433.00)	(1,604,433.42)	0.00
Armada Software	0.00	0.00	500.00	500.00
Subscriber Services	448,715.12	448,715.12	448,715.12	213,716.87
Subscribers Subtotal	7,011,575.32	7,011,575.32	7,012,074.90	2,776,181.11

911 Radio System - SPLOST Contractual Analysis

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Contingency	RFP Propsoed	Realigned	Revised	Negotiated
911 Contingency/Enhancements	0.00	0.00	0.00	2,750,000.00
Features Subtotal	0.00	0.00	0.00	2,750,000.00

911 Radio System - M & O Budget Contractual Analysis

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Reocurring Service	RFP Propsoed	Realigned	Revised	Negotiated
System Upgrade Agreement (SUA)	15 years	15 years	15 years	15 years
15 years System Upgrade Agreement	1,441,906.00	4,520,000.00	4,520,000.00	1,441,906.00
Warranty and Maintenance price	4,127,367.00			4,127,367.00
Discount for upfront purchase	(1,049,273.00)			(1,049,273.00)
Mirowave SUA ad Hardware Refresh				187,390.00
ESChat Server Maintainance Year 2-5	38,981.13	38,981.13	15,111.13	40,000.00
Reocurring 15 Year Contract	4,558,981.13	4,558,981.13	4,535,111.13	4,747,390.00
All Attachments	14,983,180.42	14,983,180.42	14,900,499.00	14,964,675.53

	Total 15 Year Cost of Ownership -Modified 9/4/2018		Name: EFJohnson Sheets 9-13 - Schedule D (Detail)								Attachment D						
Item	Service Description	Year 1 Includes Warranty	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
	P25 System Software Upgrade Agreement - Hardware and Software (Software Care and Hardware Refresh as defined in proposal)		\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ 102,993.29	\$ Page 150	of 323 \$ 102,993.29	\$1,441,906.00
2	Remote Technical Support		\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	\$159,600.00
3	System Monitoring (Included in Field Technical Support)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
4	System Dispatch Service (Included in field Technical Support)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
	Field Technical Support (Includes System Monitoring, Disaster Preparedness Services and System Dispatch ServicesSystem Restoration)		\$ 112,902.00	\$ 112,902.00	\$ 116,289.00	\$ 119,778.00	\$ 123,371.00	\$ 127,073.00	\$ 130,884.00	\$ 134,811.00	\$ 138,855.00	\$ 143,022.00	\$ 147,312.00	\$ 151,731.00	\$ 156,283.00	\$ 160,972.00	\$1,876,185.00
6	Equipment Annual Preventive Maintenance		\$ 59,708.00	\$ 59,708.00	\$ 61,499.00	\$ 63,345.00	\$ 65,245.00	\$ 67,202.00	\$ 69,218.00	\$ 71,294.00	\$ 73,434.00	\$ 75,637.00	\$ 77,906.00	\$ 80,242.00	\$ 82,650.00	\$ 85,130.00	\$992,218.00
7	Equipment Parts Replacement (Hardware Care as described in proposal)		\$ 63,034.00	\$ 63,034.00	\$ 63,034.00	\$ 63,034.00	\$ 64,295.00	\$ 64,295.00	\$ 64,295.00	\$ 64,295.00	\$ 64,295.00	\$ 65,581.00	\$ 65,581.00	\$ 65,581.00	\$ 65,581.00	\$ 65,581.00	\$901,516.00
8	Microwave Warranty (Support & Maintenance after first year)		\$ 14,132.00	\$ 14,132.00	\$ 14,132.00	\$ 14,132.00	\$ 14,132.00	\$ 14,132.00		\$ 14,132.00	\$ 14,132.00	\$ 14,132.00	\$ 14,132.00	\$ 14,132.00	\$ 14,132.00	\$ 14,132.00	\$197,848.00
9	Microwave Refresh (NMS yr 7&12, Complete Refresh)		\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$ 13,385.00	\$187,390.00
10	Disaster Preparedness Services (Included in Field Technical Support)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
11	Services)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
	Security Update Service: inlcudes antivirus, security patches (Included in P25 System Software Upgrade Agreement).		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
13	Logging Recorder Maintenance (Separate Contract between County and Quality Recording Solutions as indicated by OEM dealer)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
14	Extended Services PTToC		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00											\$40,000.00
																	\$0.00
	Subtotal		\$ 387,554.29		\$ 392,732.29	\$ 398,067.29	\$ 394,821.29	\$ 400,480.29		\$ 412,310.29	\$ 418,494.29		\$ 432,709.29	\$ 439,464.29	\$ 446,424.29		\$5,796,663.00
	One-time Discount Contingent on Purchase of all Services for a Given Year		-\$44,210.00	-\$44,210.00	-\$49,388.00	-\$54,723.00	-\$48,003.00	-\$53,662.00	-\$59,489.00	-\$65,492.00	-\$71,676.00	-\$98,166.00	-\$104,725.00	-\$111,480.00	-\$118,440.00	-\$125,609.00	-\$1,049,273.00
	Total (Word Document Page 12 subtotal plus page 13 subtotal)		\$ 343,344.29	\$ 343,344.29	\$ 343,344.29	\$ 343,344.29	\$ 346,818.29	\$ 346,818.29	\$ 346,818.29	\$ 346,818.29	\$ 346,818.29	\$ 327,984.29	\$ 327,984.29	\$ 327,984.29	\$ 327,984.29	\$ 327,984.29	\$4,747,390.00

September 14, 2018

E.F. JOHNSON COMPANY

Fayette County RFP #1428-P

Public Safety Radio System

Contract Negotiations: Questions & Answers

i

September 14, 2018

Amendment No. 2





This symbol indicates EFJohnson's response

PROPRIETARY & CONFIDENTIAL

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1. **QUOTE**: Interfacing Fire Station Alerting (FSA) system with tornado alarm/sirens (35 sirens and 37 radios).

Per the August 14, 2018, meeting (with Fayette County, Mission Critical Partners, EFJohnson and Black and Veatch), we will furnish and install two (2) ATLAS 4500 Phase 1 analog repeaters and 37 remote P25 Phase 1 radios with AES encryption to replace Fayette County's existing tornado warning system. Therefore, in addition to the control stations (i.e., 37 radios) for tornado sirens initially proposed, the **revised price** below also includes additional devices and services (installation and decommissioning of existing siren stations) for FSA integration with the tornado sirens. Please note that EFJohnson assumes that existing antennas will be re-used.

Item #	Product/Service	Product/Service Description In		Revised Price		
1	Fire Station Alerting System		\$35,063 for FSA	Remains as quoted in initial Proposal		
2	Tornado Warning Siren System	Two (2) ATLAS 4500 P25 Phase 1 conventional multicast repeaters. Installation Included	N/A	\$28,466		
3	Mobile Radios	37 mobiles for siren location. Installation included	N/A	\$138,414		
4	Conventional Site Network Interface (CSNI)	CSNIs to control tornado siren	N/A	\$8,800		
5	Decommission Existing Repeaters in the old hut		N/A	\$1,243		
		Subtotal	\$176,9	23-\$3,449 = \$173,474		



2. **QUOTE:** Refresh microwave equipment alongside OEM-provided equipment

Please refer to the response to clarification #3 for a list of all OEM- and subcontractor-provided equipment that will be refreshed based on the initial RFP scope. As requested, the additional costs for refreshing microwave equipment can be found below. Items #1 and #2 below include a hardware refresh for the microwave system Network Management Server (NMS) at years seven (7) and twelve (12). Item #3 includes a hardware refresh for all of the microwave radios at year 12.

ltem #	Product/Service	Description	Initial Proposed Price	Revised Price
1	Network Management System refresh at year 7	Includes a hardware refresh for the microwave system Network Management Server (NMS)	N/A	\$13,945
2	Network Management System refresh at year 12	Includes a hardware refresh for the microwave system Network Management Server (NMS)	N/A	\$15,969
3	Microwave hardware refresh at year 12	Includes a hardware refresh for all of the microwave radios at year 12	N/A	\$161,202
		Subtotal	\$191,116 - \$3,72	6 discount = \$187,390

3. **IDENTIFY**: Parts replaced with Hardware Refresh (Years 7 and 12)

The proposed Hardware Refresh ensures Fayette County can receive technology updates and extends the life of the system. EFJohnson will replace the following equipment with a new hardware platform should the equipment fail or reach endof-life (EOL), or if a newer version of software is available that warrants migration to a newer hardware platform:

- ATLAS 6100/6200 NMS Servers
- ATLAS StarGate[®] Console PCs and Monitors
- ATLAS TSNI/CSNI Controllers



Addendum A

- Application Servers (OTAR, OTAP, ISSI)
- Networking Equipment (Nokia routers and switches: one upgrade between Yrs 11–15)
- Microwave Equipment [Post-Proposal Submission Modification Refer to clarification #2]
- NMS Equipment [Post-Proposal Submission Modification Refer to clarification #2]

The Hardware Refresh will ensure the covered equipment is refreshed as necessary with a minimum of one refresh between Years 6–10 and a second refresh between Years 11–15.yr

4. **QUOTE**: Backup server at each site

Per the August 13, 2018, meeting with Fayette County, EFJohnson is including one (1) additional GPS Reference Generator as a spare. The County has also elected to have redundant firewalls to enhance the security of their network. The additional firewalls are included below.

Two (2) Redundant Firewalls	Item #	Product/Service	Initial Proposed Price	Revised Price
λ N/A S2	1	Spare Reference Generator	N/A	\$10,000
	2		N/A	\$4,534
Subtotal \$14,534 - \$283 discount = \$14	Subtotal		\$14,534	- \$283 discount = \$14,251

5. DESCRIBE: Noise floor measurement for North side of County

We will determine the best measurement instrument and testing methodology for gauging the RF and microwave noise floor on the northern side of the County, measure and share results upon request.



6. **DESCRIBE**: Interoperability requirements at prime site

Per discussions on August 13, 2018, with Fayette County, four (4) additional analog gateways are included to enhance the County's future interoperability capabilities. The price for the additional analog gateways is **\$35,298** (\$36,000 - \$683 discount).

7. CONFIRM/REVISIT: Schedule

The previously revised schedule increases the cycle time by approximately six months due to land use zoning and regulatory matters related to construction, and to ensures adequate time to upgrade existing sites. Please note the following:

ltem #	Event/Milestone	Initially Proposed	Revised Proposed Duration	
1	Total Project Duration	14 months	20 months	
2	Master Lease Agreement	73 days (3 months)	136 days (6 months)	In parallel with master lease agreement and regulatory
3	Land Use/Zoning	93 days (4 months)	136 days (6 months)	In parallel with master lease agreement and regulatory
4	Regulatory	55 days (2 ½ months)	110 days (5 months)	In parallel with master lease agreement and land use/zoning
5	Upgrade existing sites—construction	45 days	91 days	
6	Upgrade existing sites—no zoning	21 days	45 days	
7	Time from Factory Acceptance Testing to System Acceptance	7 months	14 months	



Addendum A

8. QUOTE: Locus USA DiagnostX Equipment

Item #	Product/Service	Initial Proposed Price	Revised Price
1	Locus DiagnostX Equipment One (1) DX2002a Two (2) NX200a One (1) Locus DiagnostX viewer software Two (2) Simultaneous user (viewer) licenses	N/A	\$224,873 - \$4,384 discount = \$ 220,489

9. CONFIRM/REVISIT (Scope Reduction): Subscriber Offering

We have reduced **the portable and mobile subscriber** count down from 1,747 to **554** per the County's direction. This significant reduction in devices impacts the \$1,604,433 "Discount for Bundled Purchase of System and Subscribers," as well as the \$952,382 "Discount for Purchase of All Options" initially proposed.

10. DESCRIBE: Process for troubleshooting subscriber issues

If an issue arises with other vendor subscribers, EFJohnson will work with the other vendor to ensure a successful resolution.

11. QUOTE: HVAC Replacement

Per discussions on August 13, 2018, EFJohnson is including **\$200,629** (\$204,510 - \$3,881 discount) to provide and install seven (7) new HVAC units where the existing units are currently installed. Regarding site space, it's important to determine whether there is room for the existing HVAC along with a replacement unit.



12. **CONFIRM/REVISIT**: Train and certify 3 Radio One team members on P25 system, microwave and logging recorders

The Radio One team will become a Certified Service Center and attend the Q1 and/or Q2 2019 sessions to ensure they can support the full ATLAS System and subsystems from system setup and device configuration to system implementation and lifecycle support, troubleshooting any and all issues that may occur during daily operations. They will receive training at EFJohnson's headquarters location on ATLAS system, StarGate Consoles and Viking subscribers, and microwave training at NEC's location, as well as training on the Eventide logging recorder system.

13. **QUOTE:** Codeplug template for Motorola devices

We can translate Kenwood subscriber templates into Motorola or Harris codeplugs that allow the radio to operate on the ATLAS P25 Phase 2 infrastructure. The cost for this development is **\$3,924** (\$4,000 - \$76 discount) per vendor template.

14. QUOTE: Extended warranty for push-to-talk over cellular

ltem #	Product/Service	Description	Initial Proposed Price	Revised Price
1	ESChat (PTToC)*	Increase number of licenses (25). 25 lot purchase	\$64,134	\$72,200 (个\$8,066)
2	PTToC Extended Support & Maintenance after First Year	Optional 5-year warranty priced in initial proposal	\$10,000 per year= \$40,000	\$40,000

* Optional—not included in final scope



RFP 1428-P

15. **QUOTE**: Software Care

Item #	Product/Service	Description	Initial Proposed Price	Revised Price
1	Software Care	Software Care offered at Software Maintenance Price Refer to "P25 System Software Upgrade Agreement – Hardware and Software" on "15 year Cost of Ownership worksheet of initial	Same price as proposed No cost for Software Care. Software Care bundled with the purchase of Software	N/

16. QUOTE/Expanded Scope: NOC Monitoring

The NOC monitoring service is a 24x7x365 service that EFJohnson uses for monitoring the radio system for faults/failures. The service will receive alarms from following monitored system devices. EFJohnson will work with the NOC monitoring vendor/service (e.g., High Street) to establish alarm severities, notification actions (including names, contact information and method) and escalations. As the local service provider, RadioOne will receive the first notification from the service that there is an issue to investigate. Should RadioOne require assistance to respond within a prescribed period of time, the service would escalate to EFJohnson and so forth up the line. This capability assures Fayette County the health of the County's system is being monitored 24 hours a day and, should there be a service effecting event, the County will be contacted.

Product/Service	Years	Revised Annual Price
	Years 1	\$136,908
	Years 2-5	\$116,364
NOC Monitoring	Years 6-10	\$109,740
	Years 11-15	\$102,684
	Subtotal (Years 1-15)	\$465,696



17. **DESCRIBE:** PM and quarterly site check (process and documentation)

EFJohnson's Project Manager will touch base with the County's 911 Director quarterly for the first year with system status updates. After the first year, quarterly meeting may continue based on Buster's recommendation but it is assumes these meeting will occur twice a year after year 1.

18. CONFIRM/REVISIT: Subscriber warranty start date

Once subscriber devices are installed, up to a 12-month warranty extension will be applied to the County's 5-year warranty (standard 3-yr warranty plus 2 additional years) to ensure that both the system and subscriber warranties begin at the same time. This warranty extension will apply to the 554 subscriber devices proposed.

19. CONFIRM/REVISIT: Cutover Plan (SN/SZ)

We would prefer staying with the original proposal of using the Smart Net/Smart Zone approach and educating users on the process. Alternatively we could use a solution which utilizes patching between the systems over analog gateways and legacy control stations for communications between the two systems during the cutover process. One control station would be added for every talkgroup required for simultaneous communications. The cutover plan would be implemented agency-by-agency based on talkgroup requirements. Details will be solidified prior to the CDR.



20. Integrated Voice & Data (IV&D)

The base offer was for 10 channels, 8 trunked P25 Phase 2 channels, and 2 interop (8TAC/8Call) channels. The all in offer for what's below plus 2 additional P25 Phase 1 IV&D channels for the initial prosed price of \$540,000. To enable these base stations to be added into the P25 Phase 2 trunked voice system, there is an additional cost of \$421,983.

Item #	Product/Service	Description	Initial Proposed Price	Additional Price
1	Integrated Voice & Data (IV&D)	Delta between Phase I and Phase II repeaters	\$540,000	\$421,983 (\$8,390 discounts)



9. COUNTY TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

- 1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
- 2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

- 3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request for Proposals (RFP) number, which is 1428-P, and
 - c. The "reference" which identifies the proposal, which is "Public Safety Radio System".

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original proposal, signed in ink by a company official authorized to make a legal and binding offer, and nine (9) additional hard copies with nine (9) electronic copies on flash drives to:

Fayette County Government Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214

Attention: Contracts Administrator

- 4. **Timely Receipt**: Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
- 5. **Open Offer**: The offer, once submitted and opened, shall remain open for acceptance for a period of at least six months from the date of the opening unless this time-frame is specifically excepted to in your offer.
- 6. Corrections or Withdrawals: The offeror may correct a mistake, or withdraw a proposal before

the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. Trade Secrets – Confidentiality: If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).

After proposal submission and subject to Georgia law at O.C.G.A. § 50-18-72 (A)(34) the parties may provide the other with Confidential Information. "Confidential Information" for these purposes is any information disclosed in written graphic verbal or machine-recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing with ten (10) days of such disclosure. Notwithstanding any other provisions of the resulting contract, confidential information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of the disclosure; (iv) is explicitly approved for release by written authorization of the disclosing party.

Subject to Georgia law at O.C.G.A.§ concerning, the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

The contractor and/or any third-party subcontractor owns and retains all of its respective proprietary rights in its applicable equipment and software. Unless otherwise set forth in this

agreement, nothing in the resulting contract will be deemed to grant to the county any right, title or interest in such proprietary rights.

- 8. Site Conditions: Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions existing at the time of submission. The county will provide access to the worksites as reasonably requested with adequate space and environmental conditions unless otherwise provided hereunder.
- 9. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

- 10. Evaluation of Offers: The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
- 11. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals and is in all respects fair and without collusion or fraud.
- 12. Ability To Perform: The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.

- 13. **Notice to Proceed**: The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
- 14. Payment Milestones and Timing: Payment hereunder shall be accomplished according to four (4) distinct mechanisms. Part I payments for the prime vendor turn-key solution, minus subscriber radios, sought under the Request for Proposal #1428P shall be made based upon meeting specific milestones, as set forth in Part 14.1 below and in accordance with Attachment A attached hereto and hereby incorporated herein. Part II payments for subscriber radios shall be made as set forth in Part 14.2 below and in accordance with Attachment B attached hereto and hereby incorporated herein. Part III payments for subscriber radios shall be made as set forth in Part 14.2 below and in accordance with Attachment B attached hereto and hereby incorporated herein. Part III payments for 911 Contingency/ Enhancements shall be made as set forth in Part 14.3 below and in accordance with Attachment C attached hereto and hereby incorporated herein. Part IV payments for warranty and support services shall be known as "Future Payments" and shall commence upon the County's acceptance of the fully operational, turn-key solution and upon the expiration of the initial warranty period. Part IV, Future Payments shall be made in accordance with Part 14.4 below and Attachment D attached hereto and hereby incorporated herein.
 - 14.1 The following Part I payment milestones and terms shall be used to purchase the prime vendor turn-key solution sought under the Request for Proposal #1428P. The amount of purchase shall be in an amount not to exceed \$4,691,104.42 (as detailed in Attachment A attached hereto).

10%
5%
5%
10%
5%
30%
10%
10%
15%

- 14.2 Payments for Part II in an amount not to exceed \$2,776,181.11 shall be made within thirty (30) days from the date of the delivery of the corresponding subscriber radios. This shall occur no earlier than February 28, 2019 and no later than March 31, 2019. County shall take title to the subscriber radios upon delivery; however, E.F. Johnson shall be responsible for the storage and insurance of such subscriber radios until installation/programming of said subscriber radios. Delivery shall be deemed to have occurred when the subscriber radios arrive at the storage location provided by E.F. Johnson or at a County-provided location.
- 14.3 Payments for Part III 911 Contingencies and Enhancements shall be made as dictated by properly submitted and mutually agreed-upon written change orders and in accordance with Attachment C. In no event shall the total payment for all change orders submitted under this provision exceed \$2,750,000.00. The payment terms for each contingency and/or enhancement requested hereunder shall be set forth on the change order document requesting/authorizing the specific contingency and/or enhancement.
- 14.4 Payments for Part IV Future Payments for system warranty, maintenance and support of the turn-key solution sought under Request for Proposal #1428P shall be made in accordance with Attachment D-Detail, in an amount up to, but not to exceed \$4,747,390.00 to be invoiced on an annual basis at the beginning of each annual period. In the event that the county exercises its termination rights hereunder, the county is entitled to a reimbursement on a pro

rata basis for any Part IV Future Payments made in advance for services not performed due and payable in accordance with Part 14.5 below.

- 14.5 Payments will be considered on-time if payment is within thirty (30) days from the date of receipt of a valid, complete milestone invoice, or the date a correct invoice is received, whichever is the later date. Undisputed portions of overdue invoices will bear simple interest at the rate of twelve percent (12%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.
- 15. **Unavailability of Funds**: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract. In the event of termination for unavailability of funds, the county will pay the contractor for the products delivered to the county and services performed.
- 16. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 17. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages. Contractor shall only be responsible on a pro rata fault basis if the actions or claims are caused by the county, its officers or employees or another third party not set forth above. The county must notify contractor promptly of any such claim.

In no event will either county or contractor be liable for any damages for lost profits, lost savings, loss of use, business interruption, lost or damaged files or data, or otherwise for any special, incidental or consequential damages in connection with the Agreement.

- 18. **Non-Assignment**: Assignment of any contract resulting from this request for proposal may only be authorized by prior written consent of the other party.
- 19. **Insurance**: The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance**: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - Automobile Liability Insurance: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - Worker's Compensation: Workers Compensation as required by Georgia statute.

• **Professional Liability (Errors and Omissions) Insurance**: \$2,000,000 limit per claim and aggregate.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214

- 20. **Bid Bond**: You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 21. **Performance and Payment Bonds:** Prior to execution of a contract, the successful responder shall submit performance and payment bonds each equal to 100 percent of the contract value provided in Attachment A to be released at Final Project Acceptance, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 22. **Termination for Cause**: Either party may terminate the contract for cause by sending written notice to the defaulting party of the defaulting party's default in the performance of any material term of this agreement and by providing a reasonable amount of time in no event less than thirty (30) days during which the defaulting party may cure the default or provide a cure plan. The amount of time to cure a specified default shall take into consideration the gravity and nature of the default but in no event shall exceed sixty (60) days. Termination shall be without prejudice to any of the non-defaulting party's rights or remedies by law.
- 23.Termination for Convenience: The county may terminate the contract for its convenience at any time with thirty (30) days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for the products delivered to the county and services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
- 24. **Force Majeure**: Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question. Each party will notify the other party if it becomes aware of any force majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) days) after it discovers the force majeure. If a force majeure occurs, the parties will may execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

For delays not caused by force majeure, the parties agree to negotiate in good faith including agreement on reasonable extensions of the schedule caused by such contingencies.

- 25. **Governing Law**: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County.
- 26. **Compliance with Applicable Laws**: Each party will comply with all applicable federal, state and local laws, regulations and rules concerning the performance of the contract or use of the system. County will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the system before the scheduled installation of the equipment. Although contractor might assist county in the preparation of its FCC license applications, neither contractor nor any of its employees is an agent or representative of county in FCC or other matters.
- 27. Entire Agreement; Amendments/Change Orders: This contract, including these County Terms and Conditions (revised October 11, 2018); the Request for Proposal #1428P (including Addenda 1 and 2); E.F. Johnson Company Response to Fayette County RFP #1428-P For a Public Safety Radio System; properly submitted and approved change orders; and all addenda, attachments, and exhibits attached hereto, specifically Addendum A – Contract Negotiations: Questions and Answers dated September 14, 2018, Addendum B – Revised Negotiated Pricing dated September 14, 2018 (attached hereto and herby incorporated herein), Attachment A – 911 Radio System – SPLOST Contractual Analysis, Attachment B – 911 Radio System - SPLOST Contractual Analysis for Subscriber Radios, Attachment C - 911 Radio System - SPLOST Contractual Analysis for Contingency/Enhancements, Attachment D – 911 Radio System – M&O Budget Contractual Analysis including Attachment D-Detail and the Notice to Proceed, constitute the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. The contract may be altered, amended, or modified by task/change order only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on a county purchase order, acknowledgement or other form will not be considered an amendment or modification of this agreement, even if a representative of each party signs such document.
- 28. **Term:** This agreement shall terminate absolutely and without further obligation on the part of the County, with the exception that County shall be responsible to E.F. Johnson for the products delivered to the County and services performed upon such termination, at the close of the calendar year in which it was executed, the "Initial Term" and at the close of each succeeding calendar year for which it may be renewed, "Renewal Terms". This agreement may be renewed for a total of eighteen (18) consecutive Renewal Terms. At the close of the calendar year in which it was executed and at the close of each succeeding Renewal Term, the contract shall automatically renew unless the County notifies E.F. Johnson of its intent to terminate, in writing at least 90 days prior to termination.
- 29. Additional Purchases by Other Agencies: During the Initial Term and/or Renewal Terms, by utilizing this agreement as a purchasing vehicle, additional agencies within the county may order equipment, software or services provided the item requested is available at the time of request. It is agreed and acknowledged that such orders may be placed with E.F. Johnson directly or through E.F. Johnson's then current authorized dealers. For the first twelve (12) months from the Initial Term

agreement date, the county and such additional agencies within the county receive a 30% off list price for subscriber radios. For the second twelve (12) months after the agreement date (the first Renewal Term), the county and such additional agencies within the county receive a 25% off list price for subscriber radios. Any additional purchases excluding subscriber radios and/or made thereafter shall be offered at 20% off list price for equipment and software. E.F. Johnson may also provide promotional offers including, but not limited to, pricing promotions hereunder. Each order must refer to this agreement and must specify the pricing and delivery terms which are subject to the acceptance of E.F. Johnson. The applicable provisions of this agreement (except for pricing, delivery, passage of title and risk of loss to equipment and payment terms) will govern the purchase and sale of the additional equipment, software or services to other agencies within the county. Title and risk of loss to additional equipment will pass at shipment except title to software will not pass at any time. Further, E.F. Johnson will send such agencies an invoice as the additional equipment is shipped, software is licensed, or service is performed, and payment is due thirty (30) days from invoice date.



"WHERE QUALITY IS A LIFESTYLE"

January 3, 2018

Subject: Request for Proposals #1428-P: Public Safety Radio System

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified firms for provisioning of a radio communications system to support mission-critical public safety communications within the county. You are invited to submit a proposal in accordance with the information contained herein.

A mandatory pre-proposal conference will be held at 9:00 am on Tuesday, January 23, 2018 at the Fayette County Emergency Operations Center, 110 Volunteer Way, Fayetteville, Georgia 30214. This will be an opportunity for you to become more familiar with the project, and to ask questions. Companies that attend will be invited to submit proposals.

Questions concerning this request for proposals should be addressed to me in writing via email to <u>PurchasingGroup@fayettecountyga.gov</u> or fax to (770) 719-5208. Questions will be accepted until 3:00 pm on January 30, 2018.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, Georgia 30214

Request for Proposals #1428-P Request for Proposals Name: Public Safety Radio System

Your envelope must be sealed, and should show your company's name and address.

Proposals will be received at the above address until 3:00 pm, Thursday, March 1, 2018 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals, cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

11

Ted L. Burgess Director of Purchasing

Attachment



Fayette County, Georgia

Request for Proposals # 1428-P for Public Safety Radio System

Issued: January 3, 2018

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1. **PROJECT OVERVIEW**

1.1. INTRODUCTION

- A. Fayette County, Georgia, (County) invites proposals from qualified vendors for the provisioning of an Association of Public-Safety Communications Officials, International (APCO) Project 25 (P25) radio communications system to support mission-critical public safety communications within the county. The proposed communications system shall provide enhanced, two-way wireless communications capabilities to all public safety users. Proposals are requested for the following:
 - 1. A new P25 Phase II trunked simulcast system to replace the County's existing legacy radio system. Enhance the required level of coverage/signal strength in the new system to a level where a portable radio with 20 decibels (dB)- of building loss would work reliably on the new system.
 - 2. The current system is a proprietary Motorola 4.1 SmartZone system, designed as a trunked simulcast system. It was installed in 2002. The system is comprised of seven sites throughout the county. Each site is capable of 12 channels of talk paths. The system primarily serves the public safety users of the county. However, public works entities are also on the system.
 - 3. A new Internet Protocol (IP)-based microwave or terrestrial fiber backhaul system using Multiprotocol Label Switching (MPLS). The current connectivity between the prime site and the dispatch center located across the parking lot from the prime site is provided by fiber. Media connectors are used in each location to terminate the fiber and provide a T1 interface to the channel banks at each location. T1 telephone lines leased from AT&T are the current method in use for backhaul connectivity between the prime site and each of the six current simulcast remote sites.
 - 4. New radio dispatch consoles for ten positions at the County's Enhanced 911 (E911) Center. The new system should include new radio console equipment for all ten positions and full interoperability capabilities that will be possible through the migration to a P25 system.
 - 5. Mobile and portable subscriber radios for the County's first responders. The approximate number of radios currently in use on the system includes 925 portables and 802 mobiles.
 - 6. Frequency planning to include the analysis of current frequency reuse and the selection and distribution of current and other available frequencies, in a plan that is licensable and allows for antenna types that maximize system coverage performance and minimize the potential limitations of directional antennas.
 - 7. Civil work to support upgrades to new and existing radio sites, and tower upgrades to support the aforementioned communications subsystems.
- B. In addition to the above, Respondents should address in their proposals system installation and commissioning, and ongoing maintenance support, to ensure a state-of-the-art system.

- C. The proposed system will be owned by Fayette County. The system procurement process is being administered by Fayette County. For brevity, the generic term "County" used throughout this Request for Proposals (RFP) refers to Fayette County, unless otherwise specified.
- D. While the County anticipates receiving turnkey proposals from radio vendors, it also will accept separate proposals from other vendors for the following key project elements:
 - 1. Backhaul Network (Section 3)
 - 2. Site Development (Section 4)
 - 3. Subscriber Equipment (Section 8)
- E. Additional direction and assumption details can be found in these sections to assist vendors who may wish to provide a limited proposal.

1.2. BACKGROUND – FAYETTE COUNTY LEGACY SYSTEM OVERVIEW

1.2.1. Current System Design

A. The current system is a proprietary Motorola 4.1 SmartZone system, designed as a trunked simulcast system. It was installed in 2002. The system is comprised of seven sites throughout the county. Each site is capable of 12 channels of talk paths. The system primarily serves the public safety users of the county. However, some public works entities are on the system.

1.2.2. Capacity

- A. Fayette County operates on a trunked radio system technology. The current system has 12 frequencies allowing for 11 talk paths. Currently, users are satisfied with the grade of service (GoS) that the county system is providing. There are no user reports of system busy events, nor does historical system usage information indicate that there have been any system capacity issues.
- B. The new system's technological platform will utilize a P25 design, which if desired, can provide almost twice the talk-path capacity as the current system using the same number of frequencies. The actual number of desired future talk paths will be determined as the details of the new system design are developed. Some additional future capacity would be prudent to include in the design.

1.2.3. Subscriber Radios

A. Subscriber units (mobiles, portables, and consoles) within the county are owned by each operating agency. The subscriber radios are mostly manufactured by Motorola. The approximate number of radios currently in use on the system includes 925 portables, and 802 mobiles.

1.2.4. Radio Sites

A. The equipment shelters are 15-20 years old, but in good condition. The generators, air-conditioning, and other civil hardware supporting the system are about the same vintage. Each remote site uses a circuit-based leased T1 line for radio system connectivity.

Fayette County Prime Site

- FCC Registration 1028391
- Owned by the County
- Guyed tower, medium load
- Transmit antenna height is 248 feet
- Receive antenna height is 350 feet
- Ten-channel zone/voter site

Highway 54 Site - 1255 Highway 54 West, Fayetteville

- FCC registration 1018956
- Leased site American Tower L.P.
- Ten-channel simulcast site with two conventional channels
- Self-supporting tower, medium load
- Transmit antenna height is 104.9 feet
- Receive antenna height is 165 feet

Porter Rd. Site - Rising Star

- FCC registration 1237611
- Leased site American Tower, L.P.
- Ten-channel simulcast site with two conventional channels
- Guyed tower, medium load
- Transmit antenna height is 241 feet
- Receive antenna height 293 is feet

Brooks Site - 101 Railroad Road, Brooks

- FCC registration 1236486
- Leased site SprintCom, Inc.
- Ten-channel simulcast site with two conventional channels
- Self-supporting tower, medium load
- Transmit antenna height is 174.8 feet
- Receive antenna height is 279.8 feet

153 Willowbend Rd. Site

- FCC registration 1203165
- City of Peachtree City
- Ten-channel simulcast site with two conventional channels
- Self-supporting tower, medium load
- Transmit antenna height is 279.8 feet
- Receive antenna height is 305 feet
- Minor site construction currently occurring

Swanson Rd. – Tyrone

- FCC registration 1018915
- Leased site American Tower, L.P.
- Ten-channel simulcast site with two conventional channels
- Guyed tower, medium load
- Transmit antenna height is 354.9 feet
- Receive antenna height is 375 feet

1479 N Highway 92 - Fayette Site

- FCC registration 1237085
- Leased site Global Signal Acquisitions.
- Ten-channel simulcast site with two conventional channels
- Guyed tower, medium load
- Transmit antenna height is 200.1 feet
- Receive antenna height is 299.8 feet
- B. It is anticipated that some or all of the County's existing tower sites will be utilized for the new system, and that additional tower sites will be added to improve coverage. Additional tower sites may be existing sites that are not currently system sites, or newly developed sites. For new greenfield sites, vendors are encouraged to consider County-owned property or facilities, such as County water towers.

1.2.5. Consolidated Dispatch Center

- A. Fayette County has one public safety answering point (PSAP). The dispatch center currently has six radio positions and two call-taker positions. Two other console positions exist today, but are not fully equipped.
- B. The PSAP is responsible for dispatching all fire/rescue, law enforcement, and emergency medical services (EMS) agencies within the county. The center has the capability to communicate with other PSAPs, but generally does not have the ability to communicate via radio directly with most outside agencies.
- C. The new system should include new radio console equipment for all ten positions and full interoperability capabilities that will be possible through the migration to a P25 system.

1.2.6. Critical Issues Affecting the Current System

- A. These issues include:
 - <u>Improving System Coverage Characteristics</u> The current system has insufficient coverage which results in significant areas of the county having less than adequate signal strength and less than reliable radio system performance.

<u>Desired Interoperability Enhancements</u> – Interoperability with other regional public safety radio systems needs to be improved. Regionally, most neighboring public safety radio systems have migrated to the industry standards-based APCO P25 design platform, and the greater Atlanta region has Inter-RF Subsystem Interface (ISSI) interconnection capabilities. As the current County system is incompatible with the P25 platform, there are many obstacles to providing and enhancing regional public safety communications interoperability. By moving to a P25 system, Fayette County public safety users will realize significant enhancements to their ability to communicate and interoperate with other regional agencies.

1.3. REQUEST FOR PROPOSAL OVERVIEW

- A. This section provides a high-level overview of this RFP.
 - 1. Section 1, Project Overview This section provides background information and a general overview of the requirements contained in this RFP.
 - Section 2, Radio Communications System Requirements This section provides requirements for the desired communications systems. The County requires procurement of a P25 radio system. This section includes requirements for system configuration, site selection, radio frequency (RF) coverage, and site equipment. Subsections address the need for new radio dispatch consoles, and a network management system.
 - 3. Section 3, Backhaul Network This section provides requirements for digital microwave backhaul equipment, consideration of fiber-optic network connectivity as an option, network management, and engineering.
 - Section 4, Site Development If new or additional sites are necessary, this section provides requirements for site development work, including site compound preparation, site grounding, tower deployment, shelter deployment, and electrical and generator systems.
 - 5. Section 5, Dispatch Consoles This section provides requirements for the new dispatch console system and related equipment.
 - 6. Section 6, Warranty, Maintenance, and Support This section provides details for the existing towers to be analyzed under, and remediated to, current tower standards.
 - 7. Section 7, System Implementation, Test and Acceptance This section provides requirements for training programs to be developed by the selected Respondent.
 - 8. Section 8, Subscriber Equipment This section provides requirements for system cutover, staging, installation, fleet mapping, coverage testing, and final acceptance.
 - 9. Section 9, County Terms and Conditions This section provides requirements for County terms and conditions, as well as subscriber equipment, including mobiles, portables, and control stations.

- 10. Glossary A glossary of key terms and acronyms contained in this RFP also is provided.
 - A. Several appendices also are included with this RFP:
 - 1. Appendix A: Proposal Form
 - 2. Appendix B: Proposal Pricing Forms
 - 3. Appendix C: Fayette County-Owned Parcel Location Map
 - 4. Appendix D: Potential County-Owned Parcel Index
 - 5. Appendix E: Fayette County Conceptual Design Site Information
 - 6. Appendix F: Compliance Matrix
 - 7. Appendix G: Company Information
 - 8. Appendix H: E-Verify Affidavit
 - 9. Appendix I: Statement of Noncollusion

1.4. PROJECT SUMMARY

- A. The selected Respondent shall provide the following project components:
 - 1. Furnish and install system equipment and ancillary facilities
 - 2. Engineering, system design, and Federal Communications Commission (FCC) licensing preparation
 - 3. Project management
 - 4. Software installation and programming
 - 5. Training
 - 6. Acceptance testing, including coverage testing
 - 7. Cutover plan and execution
 - 8. Warranty and maintenance
- B. The selected Respondent shall furnish the following complete, highly redundant, and/or fully functional systems and equipment:

- 1. P25 land mobile radio (LMR) communications system, including the guarantee of system coverage and reliability
- 2. Point-to-point digital microwave backhaul network for primary connectivity, with consideration given to using fiber-optic network connectivity as an option
- 3. Infrastructure facilities (e.g., towers, shelters, fencing)
- 4. Network management system (NMS)
- 5. Subscriber mobile and portable radio equipment
- C. All equipment shall be provided in new condition and be covered by a full factory and/or manufacturer's warranty of not less than one year starting at the time of system acceptance.
- D. The County prefers that existing radio tower sites be utilized in the new system design, if possible. Respondents may utilize other towers, or propose greenfield construction of new towers, if doing so improves system coverage and helps realize the coverage goals. The cost effectiveness of new greenfield towers versus adding other existing towers to the network will be an evaluation factor. Use of County-owned property for new sites within the county is encouraged if viable. Consideration of existing sites outside of the County also is allowable.
- E. Existing towers may require structural modifications to support the proposed new system and transitional loading. Respondents should account for the time required to remediate these towers, including time required for engineering, design, procurement, and implementation of any required modifications.
- F. In the event additional or alternate tower sites are proposed to meet a Respondent's coverage guarantee, the response must include letters of commitment from those site and tower owners indicating availability of tower space to accommodate the proposed facilities and antennas. Such letters also must indicate a commitment to enter into negotiations with the County for tower space or construction on greenfield sites. Anticipated tower and antenna height requirements should be noted in the letters.
- G. Work shall be planned, coordinated, and conducted with minimal interruption of service to the existing system.
- H. Proposals shall completely describe the equipment and methods that will be used to implement the system. The intent of this document is to allow the Respondent to propose the best equipment, technology and methods available to provide state-of-the-art public safety communications systems of the highest quality and performance.
- I. Proposals shall not be accepted that include systems or equipment within five years of the end of their respective lifecycles at the time of system acceptance.
- J. Proposals shall not be accepted that include systems or equipment that will no longer be supported for software, spare parts, and repair by the Respondent or manufacturer within 15 years of system acceptance. Product roadmaps must be provided.

K. In the event that requirements are stated in more than one section and appear to conflict, the more-stringent requirement shall apply.

1.5. PROPOSALS DESIRED

- A. The County will accept complete turnkey solution proposals addressing all project systems, subsystems and components, as well as proposals from selected subsystem providers to include: microwave, tower and civil work, and subscriber equipment.
- B. Vendors who propose subsystem solutions only (e.g., microwave only, tower and civil work only, subscriber equipment only) must meet all other RFP requirements that are not specific to a different subsystem. For RFP compliance purposes, these vendors should note "N/A" for response sections that are not applicable to their proposal.
- C. All vendors who submit proposals must acknowledge a requirement and obligation to coordinate planning and implementation activities with other vendors who are selected by the County by this process.

1.5.1. Systems

- A. This RFP seeks proposals for the construction of a countywide radio system that will include:
 - 1. A trunked simulcast P25 system that will support first responders within Fayette County
 - 2. P25 dispatch consoles
 - Construction of a microwave network that will provide radio system backhaul for P25 traffic at each site, with consideration of a fiber-optic network for connectivity as an option
 - 4. Purchase of P25 subscriber units (mobiles, portables and control stations)
 - 5. Site construction/improvements to include tower enhancements, new towers, and new shelters

1.5.2. Services

- A. Design and engineer the P25 radio system to provide 95 percent portable coverage countywide in a 20-dB building with a portable carried on the hip with a speaker/microphone using a ½-wave dipole antenna. Please assume that hip level is at three feet.
- B. Design and engineer a microwave system to interconnect the LMR sites, with consideration of a fiber-optic network for connectivity as an option.

- C. Conduct a structural analysis of all towers proposed for use in the system, and mitigate any structural shortfalls to meet the current Telecommunications Industry Association (TIA) 222-G, *Structural Standard for Antenna Supporting Structures and Antennas*, Class III standard.
- D. Proposal Options: Requirements described as an "OPTION" or "OPTIONAL" refer to features or equipment that may or may not be purchased by the County, or items whose quantities are not determined yet. It is not the Respondent's option to respond to these requirements; therefore, the Respondent is required to respond to all OPTIONAL requirements to the greatest extent possible, unless otherwise noted.
- E. Alternate Proposals:
 - 1. In the event that the Respondent has a technological solution that does not meet the exact requirements in this specifications document, the Respondent may offer more than one proposal, as long as each proposal fully addresses the intent of the requirements set forth in this document.
 - 2. Alternate proposals shall be submitted separately under a different cover from the base proposal and clearly marked "ALTERNATE PROPOSAL."
 - 3. The Respondent shall comply with the same submittal instructions in Section 1.12, Proposal Format, below.

1.6. QUALITY ASSURANCE AND COORDINATION

1.6.1. Standards and Guidelines

- A. The Respondent shall comply with the following standards, rules, regulations and industry guidelines:
 - 1. American National Standards Institute (ANSI)
 - 2. National Electrical Manufacturers Association (NEMA)
 - 3. Electronics Industry Association (EIA)
 - 4. Telecommunications Industry Association (TIA)
 - 5. Telecommunications Distribution Methods Manual (TDMM)
 - 6. National Electrical Code (NEC)
 - 7. Institute of Electrical and Electronics Engineers (IEEE)
 - 8. Federal Communications Commission (FCC)
 - 9. Underwriters Laboratories, Inc. (UL)

- 10. American Society of Testing Materials (ASTM)
- 11. National Fire Protection Association (NFPA) 1221
- B. The Respondent shall comply with industry best practices for system installation, grounding, bonding and transient voltage surge suppression (TVSS), as outlined in the following standards:
 - 1. Motorola R56[®], *Standards and Guidelines for Communication Sites* (latest revision)
 - 2. Harris AE/LTZ 123 4618/1, Grounding Guidelines
 - 3. Equivalent (Respondent must provide detail)
- C. Governing codes and conflicts: If the requirements of this specifications document conflict with those of the governing codes and regulations, then the more stringent of the two shall become applicable.
- D. If the Respondent cannot meet any of the standards or guidelines listed above, Respondent shall list in its proposal any and all deviations for approval by the County.
- E. The Respondent shall identify and coordinate all necessary codes, permitting, etc., including building permits. The Respondent shall notify the County of any issues.
- F. Respondent shall be responsible for performing a structural analysis for each existing tower proposed in their design, and for advising the County which tower locations will require remediation. Cost estimates for tower enhancements will be a required component of the contract negotiation phase with the selected radio system provider. As an option, vendors also shall provide an analysis that assumes 25 percent additional capacity. Any new greenfield towers proposed also shall include the option of 25 percent additional capacity.

1.6.2. P25 Standard Compliance

- A. The proposed trunked radio system shall comply with the latest applicable P25 suite of standards adopted as TIA and/or ANSI documents at the time of proposal submission.
- B. The system shall be delivered in accordance with the P25 Phase II standards outlined in this RFP. If these standards change or are updated for final release, the selected Respondent shall implement the final standards at no additional charge to the County.

C. The proposed system shall not include proprietary features that prohibit or impede the use of P25-compliant subscriber equipment provided by any equipment vendor. Any proprietary features that would be available as an option should be explained clearly.

1.6.3. Frequency Coordination and Licensing

- A. LMR Licenses: It is the County's desire to operate exclusively in the 700/800 megahertz (MHz) bands. The Respondent shall be responsible for the research and preparation of all license acquisitions to support the new system. Following approval of the preliminary design phase, the Respondent shall provide all modifications and applicable forms to the County for review and approval. The County shall be responsible for coordination and licensing fees, if any, and signatures, as applicable. The current system utilizes panel and directional antennas because some current frequencies are short-spaced with another licensee. Frequency planning shall include the analysis of current frequencies. The design shall include a new frequency plan to eliminate the short-space problems and to minimize the limitations of the directional antennas currently utilized to achieve the coverage requirements.
- B. Microwave Licenses: The Respondent shall be responsible for all microwave frequency research, prior coordination, and preparation of all associated FCC license applications and submittals on behalf of the County. The County shall be responsible for coordination and licensing fees, if any, and signatures, as applicable.

1.6.4. Federal Aviation Administration (if applicable)

A. The Respondent shall complete Federal Aviation Administration (FAA) forms as necessary. Respondent also shall complete any associated FCC Antenna Structure Registration (ASR) submittals. Any new greenfield sites being proposed must have an FAA obstruction analysis performed to assess the likelihood that the structure can be constructed to the proposed height.

1.6.5. Project Management

- A. The Respondent shall provide a project management plan (PMP) that provides detail on the following: Project scope, deliverables, schedule, quality assurance/quality control (QA/QC) processes, and risk management.
- B. The PMP shall describe how the Respondent intends to monitor and control the installation and deployment of the proposed system and mitigate risks to ensure that the system meets the design specifications and is delivered on time.
- C. Regularly scheduled status meetings shall be established between the County's project team and the successful Respondent. The Respondent shall provide a schedule for these meetings subject to the County's approval.

1.6.5.1. Scheduling

- A. The Respondent shall develop and maintain a project schedule including tasks, milestones, start and end dates, task precursors and task owners.
- B. The schedule shall represent tasks associated with completing the work and shall be updated with actual dates as tasks are completed.
- C. The updated schedule shall be provided as an agenda item for all County/Respondent status meetings.
- D. The schedule shall address the following at a minimum:
 - 1. Site surveys
 - 2. Detailed design review
 - 3. Site preparation
 - 4. Equipment manufacturing
 - 5. Factory acceptance test
 - 6. Equipment delivery
 - 7. System installation
 - 8. System configuration
 - 9. System optimization
 - 10. Acceptance testing
 - 11. Coverage testing
 - 12. User training
 - 13. Fleet map development
 - 14. System cutover
 - 15. System documentation development and delivery
 - 16. System and equipment warranty

1.6.5.2. Project Punch List

- A. The successful Respondent shall establish and maintain a punch list, as mutually agreed to with the County, for site facilities, equipment and acceptance tests.
- B. The punch list shall be maintained in real time and published weekly. The punch list shall include the following at a minimum:
 - 1. Sequential punch-list item numbers
 - 2. Date identified
 - 3. Item description
 - 4. The party responsible for resolution
 - 5. Expected resolution date
 - 6. Resolution date
 - 7. Details about how each punch-list item was resolved and tested
 - 8. Notes about the item
- C. The Respondent shall be responsible for reviewing each punch-list item and advising the County of any changes. The status of punch-list items shall be updated during each status meeting.

1.6.6. Project Meetings

- A. A project kickoff meeting shall be scheduled prior to the beginning of the project.
- B. Regular project status meetings shall be scheduled following contract award and the initial kickoff meeting.
- C. The successful Respondent shall be responsible for scheduling the meetings as well as preparing meeting agendas and minutes. In addition to those identified in Section 1.6.5.1 above, meeting agenda items shall include, at a minimum, the following:
 - 1. Schedule review
 - 2. Status of deliverables
 - 3. Risk items
 - 4. Changes
 - 5. Action-item assignments

1.6.7. Project Staffing

- A. Project staffing shall be managed by the successful Respondent based on workload and the level of effort required throughout the implementation/installation process; however, the positions identified below shall be staffed throughout the duration of the project and shall not be changed without prior approval of the County.
- B. Respondent's Project Manager:
 - 1. Respondent's project manager shall be the primary point of contact between the County and the Respondent.
 - 2. Respondent's project manager shall: bear full responsibility for supervising and coordinating the installation and deployment of the communications system; be responsible for development and acceptance of the PMP; manage the execution of the project against that plan; and oversee the day-to-day project activities, deliverables and milestones completion.
 - 3. Respondent's project manager shall be responsible for coordination of the regular project status meetings.
- C. Respondent's Project Engineer:
 - 1. Respondent's project engineer shall have the primary responsibility for managing the system design and ensuring that the system is installed in accordance with the approved system design.
 - 2. Any deviation from the system design shall be subject to project change control procedures and will not be undertaken until approved by the County.
 - 3. Respondent's project engineer shall ensure the development of block diagrams, system-level diagrams, and rack diagrams to assist the installation team in completing the system installation.
 - 4. The project engineer also shall supervise the development and execution of the acceptance test plan (ATP) and coverage acceptance test plan (CATP), and guide the County's project team through the processes and procedures necessary to prove that the system performs as specified in the contract. No test plan will be executed until approved by the County.

1.6.8. Quality Assurance/Quality Control Program

A. The successful Respondent shall include a QA/QC plan. The QA/QC plan shall be submitted for review during preliminary design as described in this section. The plan shall address all stages of the project, including at a minimum:

- 1. Procurement
- 2. System design
- 3. Installation
- 4. Implementation
- 5. Testing
- 6. Cutover
- B. The QA/QC plan specifically shall describe the plans and procedures that ensure the proposed system is designed in accordance with the standards and requirements described in this specifications document.
- C. The QA/QC plan shall be included as part of the PMP developed by the project manager.
- D. The QA/QC plan shall be an integral part of the project and include County personnel as part of the review-and-approval process for all deliverables and submittals.
- E. The proposed QA/QC plan shall address the following project tasks at a minimum:
 - 1. Design analysis and verification
 - 2. RF coverage analysis and verification
 - 3. Design changes and document control
 - 4. Material shipping, receiving and storage
 - 5. Site preparation (if required)
 - 6. Field installation and inspection
 - 7. Equipment inventory and tracking
 - 8. System testing and validation
 - 9. Software regression testing
 - 10. Deficiency reporting and correction
 - 11. Implementation and cutover
 - 12. Training and certification

1.7. DELIVERY, STORAGE AND HANDLING

A. The selected Respondent shall be responsible for the storage of equipment following shipment from staging. All costs associated with the storage shall be the responsibility of the selected Respondent. The County shall not be liable for equipment or material stored onsite prior to installation.

1.8. PROJECT SUBMITTALS

- A. Key project deliverables and submittals are outlined below and are described in further detail throughout this specifications document.
- B. All project submittals shall be subject to review and approval by the County and its engineer/consultant.
- C. All submittals shall be provided in hard copy, properly bound, and in electronic format on a USB flash drive. The quantity of hard copies required shall vary for each type of submittal and shall be determined by the County prior to submission.
- D. All submittals shall include a cover letter or letter of transmittal, signed, dated and fully describing the contents of the submittal.
- E. For the duration of the project Respondent shall provide a Web-based portal or File Transfer Protocol (FTP) site for sharing and exchanging project documents.

1.8.1. Proposal

A. Respondents shall submit their proposals in accordance with the date and time specified in Section 2.1, Overview, below. Proposal format and submittal details are provided in Section 1.12, Proposal Format, below.

1.8.2. Preliminary Design (45 days after notice to proceed)

- A. The successful Respondent shall submit the preliminary design package 45 days after receiving the notice to proceed. The preliminary design package shall include the following:
 - 1. QA/QC plan
 - 2. Detailed project schedule
 - 3. System-level block diagrams
 - 4. An IP cloud diagram showing each connection and device at each location.
 - 5. Patching schedules and termination details for all cabling necessary for a complete record of the installation

- 6. Radio and microwave channel plans
- 7. Microwave path engineering report(s)
- 8. Equipment room overview drawings
- 9. Equipment rack/cabinet elevation drawings
- 10. Tower profile drawings indicating antenna-mounting locations
- 11. Detailed lists of materials for each site
- 12. 30-day operational test plan
- 13. CATP

1.8.3. Final Design (90 days after notice to proceed)

- A. The contract design review (CDR) shall occur no sooner than 90 days after the selected Respondent receives the notice to proceed unless the County agrees to an earlier date, or before the proposed sites acquisition can be validated and the County provides confirmation.
- B. The CDR shall be delayed until proposed sites in the Respondent's design can be validated, acquired and finalized.
- C. Selected Respondent shall submit the final design package no earlier than 90 days after receiving notice to proceed, unless the County agrees to an earlier date, which shall include the following:
 - 1. Any updates to previously submitted design information
 - 2. Cutover plan
 - 3. System operation and maintenance manuals for all equipment
 - 4. Factory test data
 - 5. Site installation drawings
 - 6. Structural analyses and results
 - 7. A detailed preliminary staging acceptance test plan (SATP) outlining a comprehensive series of tests that will demonstrate proof of performance and readiness for shipment
- D. The final SATP shall be submitted no later than 15 business days before the testing starts. Vendor may begin testing as soon as five business days from

customer approval. If the vendor wishes to start earlier, they must allow ample time for the customer to review the final SATP

1.8.4. System Staging, Delivery and Installation

- A. System staging shall not occur earlier than the final CDR approval or site validation and acquisition.
- B. System staging must be performed in the United States.
- C. The Respondent shall submit a bill of materials/packing list with two copies for each shipment of equipment. The packing list shall include the following information, at a minimum, for each component included in the packaging:
 - 1. Manufacturer
 - 2. Model
 - 3. Serial number
 - 4. Unique identification of the package containing the item
- D. All items shipped by Respondent or its suppliers will include the above information in a barcode format.

1.8.5. Final System Acceptance

- A. Respondent shall submit a detailed final acceptance test plan (FATP) that outlines a comprehensive series of tests that will demonstrate proof of performance and readiness for final acceptance by the County/Owner.
- B. The final FATP shall be submitted no later than 15 business days before the testing starts, and shall be approved by the County before it is considered finalized. A preliminary FATP will be submitted with the Respondent's proposal.
- C. Turnkey proposals will include a separate FATP for the microwave subsystem.
- D. The Respondent shall submit three final and complete sets of as-built documentation, including the following:
 - 1. Documentation index
 - 2. Field test reports, with dates and actual readings
 - 3. Coverage test reports
 - 4. Warranty documentation

- 5. Detailed list of materials for each site
- 6. A copy of all redline documents for each site prior to issuance of the as-built documentation
- 7. As-built system-level block diagrams
- 8. As-built site drawings, including all cabling and terminations
- 9. Cloud and IP diagrams showing each of the devices and IP addresses, including those in the customer network, as it pertains to the radio system
- 10. Site layout drawings, as appropriate
- 11. Tower drawings showing any new installations

1.9. PROPOSAL PROCESS OVERVIEW

- A. Proposals must be received by 3:00 p.m. Eastern Time (ET) on March 1, 2018.
- B. Respondents shall submit to the County a bound original and nine bound copies of the proposal. Each package also shall include a copy of the proposal in electronic format on USB flash drive. The front of the package shall be marked "Proposal for County of Fayette Public Safety Radio System RFP # 1428-P." Proposals shall be addressed to:

Fayette County Government Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214

Attention: Contracts Administrator

- C. Respondents may submit questions to the County in either written or electronic format (email). The County will provide answers to any questions received. Oral responses shall not be binding on the County.
- D. County contact for submission of technical questions:

ATTENTION: Ted L. Burgess, Director Purchasing Department 140 Stonewall Avenue West Fayetteville, GA 30214 Phone: 770-305-5393 Email: tburgess@fayettecountyga.gov

E. Respondents shall submit questions by 3:00 p.m. ET on January 30, 2018.

1.10. MANDATORY PRE-PROPOSAL CONFERENCE

- A. A mandatory pre-proposal conference will be held on January 23, 2018, at 9:00 a.m. ET. The conference will be held at the County Emergency Operations Center (EOC) 110 Volunteer Way, Fayetteville, GA 30214. Registration is not required; however. organizations planning to attend should notify Mr. Brown no later than January 15, 2018, with an estimate of the number of persons who will need to see the various sites. As space is limited at some sites, we desire to keep this group to a small and manageable size.
- B. Respondents may submit questions to the County in written or electronic format (email). Questions must be received at least five days prior to the pre-proposal conference for them to be addressed at the conference. During the conference, the County shall provide answers to any questions received and hold an open discussion regarding the project. Oral responses during the conference shall not be binding on the County.
- C. The County contact for submission of technical questions is the same as listed above.
- D. Following the conference, all attendees shall be provided with a copy of the sign-in sheet, questions and responses.
- E. Following the pre-proposal conference, a familiarization tour of existing tower sites and the E911 Center will be conducted. It is anticipated that the tours will require the remainder of the January 23 and 24 to complete. For logistical purposes, a head count of personnel planning to view each site is requested and should be submitted to the County's contact at least five days in advance of the tour date. Site facilities have limited space and challenging access; thus, vendors are encouraged to limit the number of persons who will need to spend time at each site.

1.11. SCHEDULE OF EVENTS

A. While the County is not obligated to comply with the following timeline, it intends to comply with the following schedule, which may be changed in the County's sole discretion.

Event	Date and Time	
Solicitation Issued	January 3, 2018	
Pre-Proposal Conference	January 23, 2018, from 9:00 a.m. – 10:00 a.m. ET	
Site Visits	January 23, 2018, from 10:00 a.m. – 5:00 p.m. ET, and January 24, 2018 from 8 a.m. until 4 p.m.	
Written Questions Due	January 30, 2018, at 3:00 p.m. ET	
Response/Addendum Issued	As required, no later than February 9, 2018	
Proposal Due	March 1, 2018, at 3:00 p.m. ET	
Evaluation of Proposals	Beginning in March 2018	
Negotiation and Contract Award	It is the County's intention to review proposals and select a primary vendor or vendor(s) to negotiate with in April 2018. The	

Table	1:	Schedule	of	Events
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Event	Date and Time		
	timing of negotiations and contract award(s) will be based on the duration of negotiations and County decisions regarding potential multiple vendor selections		

1.12. PROPOSAL RESPONSE REQUIREMENTS

A. **Cover Letter:** Include the Request for Proposals number (#1428-P) and title (Public Safety Radio System).

B. Table of Contents

C. Required Documents:

- 1. Company Information Page
- 2. Contractors Affidavit under O.C.G.A. § 13-10-91(b)(1)
- 3. Non-Collusion Affidavit
- 4. Completed matrix provided in Appendix F
- 5. Signed addenda, if any are issued
- D. Project Understanding and the Proposed Solution: Similar to an Executive Summary, at the beginning of this section response, state your understanding of the services required. Describe the approach you propose to take in addressing the needs addressed by this request for proposals. Indicate your level of expertise with public safety radio systems. Identify challenges you will face. Creativity and innovative ideas are encouraged in your response.

Describe the system/solution, including equipment, software, design, and services that you propose. Include:

- 1. Radio communications system, including RF coverage predictions
- 2. Dispatch console
- 3. Tower construction, including structural analysis and remediation plan for existing towers
- 4. Microwave backhaul connectivity with consideration of fiber-optic network connectivity as an option
- 5. System management systems
- 6. System event-monitoring systems
- 7. Additional subsystems (if applicable)
- 8. Detailed equipment specification sheets for all proposed equipment
- 9. System design information, including a complete detailed description, block diagrams, equipment layouts, cloud diagram, and equipment lists necessary to provide a complete and comprehensive description

Provide system and subsystem warranty information, including:

- 1. Financial plan to reimburse the County for warranty work
- 2. List of maintenance plans and alternate tiers available

- 3. Spare parts list
- 4. Fifteen-year cost-of-ownership information

Stipulate training programs and additional information not covered in other sections.

E. **Company's Background and Experience:** Describe your firm's background and size. Include the number of years in business; the corporate structure, legal status and professional credentials. If you would use any subcontractors or partners in delivery of the proposed services, identify them and explain their roles.

Demonstrate the firm's experience and qualifications by providing a list of at least three systems/solutions of similar size and complexity to the one proposed, successfully completed, to include:

- 1. Name of the system/solution
- 2. Location
- 3. Contact person, including phone number and email address

Please note that these references will be contacted. Failure of a reference to respond may count against a Respondent's final score. Respondents are urged to contact references and request their prompt response.

Provide a copy of your firms last two years balance and income statements as documentation of financial responsibility and stability.

- F. Project Team: Identify team members who would be assigned to this project. Include a resume for each key team member. Identify the main contact person for the county. Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each when doing work for this project. The project team may include personnel hired by the firm directly, or a mixture of personnel and outside sub-consultants.
- G. **Proposed Schedule:** Provide a preliminary project schedule with a detailed Gantt chart. Also include:
 - 1. Identification of critical paths and milestones
 - 2. Demonstrated success in staying on schedule with similar projects
 - 3. How the schedule is controlled
 - 4. Demonstrated success in staying on schedule with similar projects
 - 5. Thoroughness
- H. Price: Provide a proposed cost and detailed pricing breakdown, in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal. Specify the total proposal cost and itemized pricing for both equipment and services, using the pricing forms in Appendix B, Proposal Pricing Forms, to the greatest extent possible. Costs for optional items also shall be provided on the forms. Each line item shall indicate the Respondent's list cost and discount offered. Costs for services must include the hourly rate and the total number of hours. Costs for OPTIONAL items also shall

be provided. Alternate proposals shall be provided with a separate set of proposal pricing forms.

Pricing shall be valid for a period of not less than six months from the date of submittal.

- Point-by-Point Compliance Matrix: Respondents shall provide compliance statements in the spreadsheet found in Appendix F for each outline level of this RFP. Respondents shall provide a response to every section with which they do not comply. Compliance statements are limited to three choices:
 - COMPLY The proposal meets or exceeds the specified requirement. When using this statement, Respondent is confirming that it is providing the equipment and/or service associated with that paragraph.
 - COMPLY WITH CLARIFICATION The proposal does not meet the exact stated requirement; however, it meets a substantial portion, or meets the intent, of the requirement. Respondents must provide a detailed explanation when using this statement.
 - 3. EXCEPTION The proposal does not meet the specified requirements. Respondents must provide a detailed explanation when using this statement.

1.13. EVALUATION PLAN

An Evaluation Committee will review and evaluate proposals. The points earned for technical merit will comprise 70% of your evaluation score. Criteria for technical merit are, in priority order, as follows:

		Max Points
1.	Project understanding and the proposed solution	40
2.	Project team	25
3.	Company's background and experience	20
4.	Proposed schedule	15

1.13.1. Pricing

A. The remaining 30% of your score will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points earned through use of a "variance" weighting method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

1.13.2. Presentations

A. The County may at its discretion, choose one or more of the best-scoring companies to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate the presentations, and score

up to an additional 50 points to the technical score for each company that makes a presentation.

1.14. ADDENDA TO THE CONTRACT

A. During the proposal period, the County may issue written addenda to change or correct the specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the proposal, and such addenda shall become part of the specifications and contract.

1.15. AWARD OF CONTRACT

The County intends to award a contract or contracts that include one or more identified system components. However, the County specifically reserves the following rights, consistent with procuring a system that best meets the needs of the County and system users:

- A. The County reserves the right to accept or reject any and all proposals, or any portion thereof, to waive any informalities or irregularities, and to award this bid, in whole or in part, in the best interest of the County.
- B. The County reserves the right to accept all or part of any proposal, depending solely upon the requirements and needs of the County.
- C. The County reserves the right to seek clarifications regarding any proposal submitted, or specific aspects of any proposal, prior to contract award. After seeking such clarifications, the County shall allow the Respondent an opportunity to provide the requested clarification.
- D. The County reserves the right to adjust item quantities and/or reconfigure the communications system in the best interest of the County subsequent to contract award.
- E. The County may request an interview with and/or oral presentation from any firms that submit a proposal. These meetings provide opportunity for the County to ask questions and for the Respondent to clarify its proposal or demonstrate its product/solution.
- F. If multiple contracts are awarded, in lieu of a turnkey contract, the County may:
 - 1. Negotiate additional scope of work to designate one of the selected Respondents as the project's prime contractor.
 - 2. Or allow one of the selected Respondents to provide system integration or prime contractor services, provided that the selected Respondent has submitted a separate proposal for those services.
- G. The County reserves the right to delay evaluation and award for up to six months following the receipt of proposals. All proposals must be valid for a period of not-less-than six months following submittal.

2. RADIO COMMUNICATIONS SYSTEM REQUIREMENTS

2.1. OVERVIEW

- A. Respondents shall propose complete systems as described below. Requirements for each system are described herein and are delineated throughout this specifications document according to trunked system requirements.
 - 1. **Primary Simulcast System**: 700/800 MHz P25 The system must utilize the latest system platform at the time of system acceptance. The system must meet the coverage and capacity needs of Fayette County. The system must be expandable to allow for additional capacity and features.

2.2. INTEROPERABILITY/P25 STATEMENT OF REQUIREMENTS

- A. The proposed radio system shall comply with the latest applicable P25 suite of standards adopted as TIA, ANSI and/or Electronics Industry Alliance (EIA) documents at the time of proposal submission. These standards establish technical parameters that allow compatibility and interoperability of digital radio equipment from different manufacturers.
- B. By stating compliance with a level-two heading in the Statement of Requirements (SoR), the Respondent claims compliance with all applicable level-three requirements in the SoR. If the Respondent is not compliant with a requirement, the Respondent shall identify the requirement by number and name, and provide a detailed explanation of why the proposed system does not meet the requirement.

2.3. SYSTEM CONFIGURATION

2.3.1. Redundancy and Survivability

- A. The proposed radio communications system is intended to support mission-critical operations; therefore, a high degree of redundancy and survivability is required. A network topology utilizing fault tolerance shall be incorporated to the greatest extent possible through a distributed and/or redundant architecture.
- B. Redundancy is required for all system elements in which failure would result in a major failure of the system; single points of failure are not acceptable. Such elements include, but are not limited to, the following:
 - 1. System controllers and fixed site equipment
 - a. System servers
 - b. Simulcast controllers
 - c. Network components, switches, and routers
 - 2. Simulcast controllers and voting equipment

- Backhaul network Reversible ring, monitored hot standby (MHSB), or ad-hoc routing
- 4. Power systems
- 5. Network management and fault reporting systems
- C. The system shall include several modes of degraded operation, known as failure modes. The system shall maintain communications in the event of a system failure. Additionally, the system shall switch to a failure mode gracefully. Failure modes shall include the following scenarios, at a minimum:
 - 1. Loss of single site
 - 2. Loss of multiple sites
 - 3. Loss of system/console controller
 - 4. Loss of simulcast controller
 - 5. Loss of a frequency channel due to interference
 - 6. Loss of multiple channels due to wideband interference
 - 7. Loss of a repeater station due to an equipment failure
- D. Respondents shall provide a description of each failure mode and describe how communications are affected by the failure.

2.3.2. Expansion

- A. The systems shall be expandable by adding additional hardware and/or software to increase coverage, capacity or features. Where possible, Respondents shall propose equipment such that the system can be easily expanded by a minimum factor of 20 percent. For example, if a transmitter combiner requires five ports for the system design, a six-port combiner should be provided for ready expansion.
- B. The system shall be expandable to meet the capacities listed below through the addition of site hardware and/or software. Replacement of the system control and site control equipment to meet this requirement shall not be acceptable.
 - 1. Total frequency channels 28
 - 2. Total sites 30
 - 3. Unit identifications (IDs) 60,000
 - 4. Affiliated users 20,000

- 5. Talkgroups 2,000
- 6. Dispatch positions 20

2.3.3. Grade of Service

A. The measure of traffic-loading capacity for any trunked system is defined by grade of service (GoS). GoS is used to measure the probability that a radio call will not gain immediate access to a radio channel, but rather be placed in a busy queue for later processing when a voice channel becomes available. For example, a GoS of 2 percent represents that 98 percent of the radio calls attempted on the system are processed immediately, and 2 percent are placed into the user queue.

For proposers offering a trunked solution, the proposed system shall meet a GoS of 1 percent, with 90 percent of units that are placed in queue receiving a channel grant within two seconds.

- 1. If the Respondent's proposed system contains multiple subsystems or cells, an additional loading increase shall be included to account for calls that involve talkgroups on two or more cells. Respondents shall provide calculations and explain justifications.
- B. Respondents shall submit traffic-engineering studies in their proposals describing how their proposed system designs meet this criterion. The traffic-engineering study shall describe the methodology used in developing the study, along with any assumptions.

2.4. SITE SELECTION

- A. Respondents shall determine the number and location of sites needed to provide the required coverage. The County desires that proposers consider reusing the current sites. Respondents shall perform mandatory site visits prior to submitting their proposals to ensure a full understanding of each site's condition.
- B. If additional sites are needed, government, utility and/or commercial sites for lease may be proposed, as well as greenfield sites that would be owned by the County. However, it is the County's desire to consider the long-term cost/value factor when evaluating designs.
- C. If alternate or additional sites are identified, it will be the responsibility of the Respondent to ensure that the identified frequencies are licensable at the proposed locations. It is also the Respondent's responsibility to perform due diligence with the tower or land owner to determine availability of the site to accommodate the proposed antennas (lease) and/or tower and shelter (greenfield), as well as associated costs, zoning and planning restrictions. Availability and associated costs related to these sites must be documented and included in the Respondent's proposal.

2.5. COVERAGE

- A. The radio system shall be designed to provide highly reliable coverage within the geographical boundaries of Fayette County while meeting FCC restrictions and requirements for 700/800 MHz systems regarding out-of-county signal propagation.
- B. Coverage design, implementation and testing for the system shall adhere to the TIA Telecommunications Systems Bulletin (TSB)-88-D, *Wireless Communications Systems Performance in Noise-Limited Situations*, latest version.
- C. Channel Performance Criteria (CPC):
 - 1. RF coverage is defined as the digital bit error rate (BER) that provides an audio signal that delivers a minimum delivered audio quality (DAQ) score of 3.4 for both outbound (talk-out) and inbound (talk-in) communications.
 - 2. TIA defines DAQ 3.4 as "speech understandable with repetition only rarely required," which is the minimum acceptable level for public safety communications.
- D. The radio system must provide coverage as described below:
 - 1. The radio system shall provide **portable** radio coverage of 95 percent in 20-dB buildings with 95 percent reliability within the boundaries of the County.
 - a. Portable configuration is a portable carried on the hip with a speaker/microphone using a ½-wave dipole antenna. Please assume that hip level is at three feet.
 - System coverage should be at DAQ 3.4 or better, per TIA TSB-88-D definitions of DAQ.

2.5.1. Coverage Maps

- A. Respondents shall include a detailed description of the propagation models used and the assumptions made in preparation of the maps. A brief description of the methodology the software used to calculate coverage also shall be included in the proposal narrative.
- B. Respondents shall submit both talk-out and talk-in system composite coverage maps for all proposed design configurations. The maps shall be clearly labeled and shall show link budget calculations for each of the following:
 - 1. Portable radios Standard portable radio outdoors:
 - a. Talk-out to a portable radio on hip
 - b. Talk-in from a portable radio on hip
 - 2. Portable radios Standard portable radio indoors

- a. Talk-out to a portable radio on hip, with 20 dB of building loss
- b. Talk-in from a portable radio on hip, with 20 dB of building loss
- C. Coverage shall be depicted using a light transparent color or cross-hatching for those areas that meet or exceed the minimum coverage reliability threshold.
- D. All maps must clearly delineate the difference between areas with coverage predicted to be equal to or greater than DAQ 3.4, and areas that do not meet this coverage requirement. Respondents shall include the effects of simulcast interference in all coverage maps (if applicable).
- E. Coverage maps must include sufficient detail to allow another party to duplicate the predicted coverage utilizing propagation software.
- F. At least one set of maps depicting portable radio coverage (in a 20-dB building) shall be provided showing coverage extending outside the service area, although the County acknowledges this is not guaranteed coverage. These maps will show the extent of interoperability coverage outside the service area.
- G. Coverage maps shall be provided in the proposal in two formats:
 - 1. 11-inch x 17-inch (minimum), full-color, hardcopy format
 - 2. In PDF file format on USB flash drive

2.5.2. Map Criteria

- A. All maps shall include a background layer suitable for County reference (e.g., topographic map, roads, rivers). Link budgets shall be provided, clearly defining the following minimum information relating to each map and each site:
 - 1. Base station/repeater RF power output
 - 2. Antenna gain
 - 3. Antenna model
 - 4. Antenna mounting height and azimuth
 - 5. Antenna down tilt (if applicable)
 - 6. Transmit power and effective radiated power (ERP)
 - 7. Receiver sensitivity
 - 8. Transmit and receive antenna heights

- 9. Combiner/multicoupler/tower-top amplifier (TTA) gains/losses of each
- 10. Transmission line lengths and line loss
- 11. Mobile and portable antenna height for talk-out and talk-in
- 12. Mobile and portable RF output power
- 13. Configuration of field units (e.g., talk-out to portable inside 20 dB-loss buildings)
- 14. Simulcast timing parameters (if applicable)
- 15. Signal strength thresholds (in decibels referenced to one milliwatt, or dBm)
- B. Thirty-meter U.S. Geological Survey (USGS), National American Datum (NAD)-83 terrain elevation data shall be used for coverage simulations. Alternatively, three arc-second data may be used where 30-meter data is not available.

2.5.3. Coverage Model

A. Respondents shall employ a suitable coverage prediction model using appropriate terrain and land-cover data for the County environment. (Reference TIA TSB-88, latest revision, for guidelines.)

2.5.4. TIA TSB-88 – User Choices

- A. User Choices:
 - a. One frequency channel for control in a trunking design
 - 2. P25 compliance
- B. Service Area:
 - 1. The service area is defined as the geographical area of the county
 - 2. The target device, usage and location are:
 - a. Mobile radios Standard dash- or trunk-mount, with antenna mounted in the center of the trunk
 - Portable radios Standard portable radio carried on the hip with a spherical microphone array (SMA) speaker/microphone using a ½-wave dipole antenna. Please assume that hip level is at three feet.
 - i. Outbound (talk-out) from the transmitter to a portable radio on hip
 - ii. Inbound (talk-in) to the transmitter from a portable radio on hip

- c. Basic network coverage for mobile radios shall be designed to accommodate vehicles traveling at speeds up to 75 miles per hour (mph)
 - i. This criterion is to be applied to the coverage areas defined in this Section 2.5 and to the coverage maps as defined in Section 2.5.2 above
- C. CPC: Minimum CPC BER that provides a minimum DAQ 3.4
- D. Reliability Design Target: The CPC reliability design target is a service area probability of 97 percent
- E. Terrain Profile Extraction Method: map-to-grid method
- F. Interference Calculation Method: Monte Carlo Simulation method
- G. Metaphors to Describe the Plane of the Service Area: Tiled method
- H. Required Service Area Reliability: 95 percent
- I. Willingness to Accept a Lower Area Reliability to Obtain a Frequency: The County is not willing to accept lower area reliability to obtain a frequency.
- J. Adjacent Channel Drift Confidence Factor: Confidence that combined drift due to desired and adjacent channel stations will not cause degradation: 95 percent
- K. Conformance Test Confidence Level: 99 percent
- L. Sampling Error Allowance:
 - 1. True value error: ±1 percent
 - 2. Number of subsamples: 50
- M. Pass/Fail Criterion: "Greater than" test
- N. Treatment of Inaccessible Grids: All inaccessible grids will be eliminated from the calculation.

2.6. SITE EQUIPMENT

2.6.1. Overview

- A. All site equipment supplied shall be new, of high quality, designed to provide high reliability to support mission-critical communications, and in current production. The site equipment, or RF infrastructure, consists of the following components:
 - 1. System and site control equipment

- 2. Simulcast equipment
- 3. Receiver voting
- 4. Transmitters
- 5. Receivers
- 6. Combiners/multicouplers
- 7. Antenna systems

2.6.2. System and Site Control Equipment

- A. The system and site control equipment shall be capable of controlling all voice and data channels in the proposed system. The control equipment may use a distributed or centralized architecture.
- B. The control equipment shall fully support APCO P25 functional requirements, features and performance objectives, including the common air interface (CAI).
- C. Respondents shall fully describe the manner in which the proposed system and site controllers function and operate (if used).
- D. Respondents shall define backhaul bandwidth requirements for each backhaul link within the network.

2.6.3. Simulcast Equipment

- A. The successful Respondent shall provide all necessary simulcast components and signal-processing elements that are required to optimize voice quality in coverage overlap areas.
- B. Non-captured overlap areas with delay spreads in excess of those required to meet the DAQ objective shall be minimized inside the service area.
- C. Simulcast systems shall operate without the need for frequent manual optimization and system/subsystem alignment. All alignments and adjustments shall be automated where possible (e.g., signal-conditioning adjustments for channel banks, signal launch times at sites).

2.6.4. Base Station Equipment

- A. General:
 - 1. Base station equipment shall be solid state in design and function with standard site conditions for temperature, altitude and humidity.

- 2. Equipment shall have alarm contact interfaces to provide status to a separate alarm system.
- 3. The units shall be as compact as possible, with mounting configurations for standard relay racks or cabinets.
- 4. All repeaters will be configured identically, with all repeaters having the same functionality and capabilities as the other repeaters.
- B. Prior to implementation, the selected Respondent shall perform the following studies at each site:
 - 1. Intermodulation analysis The selected Respondent shall consider equipment from all tenants located at the proposed site, per FCC license information.
 - Maximum Permissible Exposure (MPE) study (per latest revision of Office of Engineering & Technology [OET] Bulletin 65) – The selected Respondent shall consider equipment from all tenants located at the proposed sites, per FCC license information.
 - 3. Respondent shall gather the site data needed for these studies.
- C. The successful Respondent shall resolve all issues predicted during the intermodulation analysis and MPE studies. If an intermodulation problem is identified following implementation and within 12 months after final acceptance, the Respondent shall resolve the issue without degrading system coverage or performance, at no cost to the County.
- D. Respondents shall include detailed specification sheets for all proposed equipment.

2.6.5. Antenna Systems

- A. Respondents shall propose all antenna system equipment necessary for a complete design.
- B. Antennas shall be appropriate to provide the required coverage and meet applicable FCC rules and regulations.
- C. Transmission line type and length shall be constructed of copper and appropriate to provide the required coverage. Antenna line shall be of the type to withstand at least 20 years of prolonged exposure to the environment in Fayette County without degradation.
- D. Transmitter combiners/receiver multicouplers: Respondents shall fully describe expansion capacity for combiner and multicoupler systems.

- E. Respondents shall include detailed specification sheets for all proposed equipment, including, at a minimum: antennas, receiver multicouplers, transmitter combiners, and TTAs (if applicable).
- F. If applicable, TTAs shall be accompanied by a test line for troubleshooting purposes.
- G. Antenna systems shall be designed with sufficient redundancy so that a failure to any one component in the transmission system will not disable the entire site.

2.6.6. Antenna Installation

- A. Antennas and cable shall be provided and installed by the selected Respondent. Antennas shall be fed with the coaxial cable specified below.
- B. The selected Respondent shall supply, install and make operational the antennas specified on the detailed tower and site drawings annexed to these specifications.
- C. The selected Respondent shall install antennas at the appropriate height and direction specified by the County or County's representative and the selected Respondent's engineer.
- D. Vertical transmission line shall be supported by an appropriate system designed to securely attach antenna transmission lines when installed on tower structures.
- E. Antennas shall be installed in accordance with the manufacturer's requirements.
- F. Tower lighting cables shall not be bundled along with transmission lines or other conductors anywhere within cable ladders or the building interior.
- G. Each transmission line run shall have entry port boots (inside and/or outside), lightning protectors and associated mounting brackets, and any additional jumpers required by the site-specific RF configuration. Some manufacturers provide transmission line kits, which include the main line connectors, top and bottom jumpers, line grounding kits (typically three per line), hoist grips, and weatherproofing materials.
- H. Transmission lines shall be anchored to the tower using hardware recommended by the transmission line manufacturer for that type of tower.
 - 1. Spacing of anchoring hardware is determined by the line manufacturer and is dependent on the type and size of the line.
 - 2. Hangers and/or angle adapters typically are provided for every three feet of line, including any ice bridge paths. No snap-on style hanger kits shall be utilized.
 - 3. Clamps and hardware shall be corrosion-resistant.

- I. Cables shall be secured to the tower with the appropriate cable hangers and hardware. The selected Respondent shall not use tie wraps, wire wraps, pieces of wire, tape, or similar temporary material to secure cables on the tower.
- J. Cables shall be secured to the tower by the use of hanger kits supplied by the tower contractor. Such hangers shall be used in the quantity and attached in the manner specified in this document.
- K. An ice bridge with a cable support system may be utilized at the communications shelter point of entry.
- L. The transmission line support system shall run to the highest-mounted antenna and allow for two times the identified cable requirements in the contract drawings.
- M. The selected Respondent shall install and run RF jumpers from the RF surge protectors to the radio equipment.
- N. Transmission lines shall be identified in a permanent manner using metal tags (or equivalent method) located at the antenna, at the bottom of the tower, at the shelter cable entrance, and inside the shelter or building.

2.6.7. Removal of Existing Infrastructure and Equipment

- A. Respondents shall be responsible for the decommissioning, removal, and disposal of legacy equipment from existing County sites that are not used in the proposed radio system. This shall occur no earlier than the completion of system cutover.
 - 1. The exact heights of all existing antennas are not known at this time. Respondent can assume all existing antenna mounts are below 400 feet.

2.7. NETWORK MANAGEMENT SYSTEM

- A. This section provides specifications and requirements for an integrated monitoring-andcontrol system for local and remote site facilities and equipment. The network management system (NMS) is used to provide remote indication of status, alarms and analog values, and to provide remote control relay operations. Some of the terminals may be required to manage or provision different subsystems in the network. Respondent shall provide a description of its NMS, including capabilities and available options.
- B. System Alarms: The NMS shall acquire, process and display information in an integrated and uniform fashion for a variety of critical systems. Alarms on major components that allow for Simple Network Management Protocol (SNMP) will be displayed via the NMS. Devices that have an option for SNMP must be properly configured to allow for transport back to the NMS. The following devices should be monitored:
 - 1. Trunked simulcast radio system

- 2. Local and remote site facilities
- 3. Primary and backup power systems to include generator
- 4. Microwave, leased line and data networks
- C. Site Alarms: Any change in the state of site equipment shall induce an alarmed state. Equipment monitored shall include at a minimum:
 - 1. Surge arrestors
 - 2. Transfer switch (normal or bypass state)
 - 3. Power fail
 - 4. Heating, ventilation, and air-conditioning (HVAC)
 - 5. Smoke detector
 - 6. Intrusion detection
 - 7. High temperature
 - 8. Low temperature
 - 9. High humidity
 - 10. Uninterruptible power supply (UPS)/direct current (DC) power fail
 - 11. UPS/DC power state (normal or bypass)
 - 12. Generator (including generator run, low fuel, high temperature, fail, etc.)
 - 13. Generator not in automatic mode
 - 14. Floor water/flood alarm

To reduce false alarms, all alarm contacts normally shall be closed when no alarm is present. Any device that can send alarms via IP methods should be provided instead of contact closures.

- D. NMS components include:
 - 1. Network management terminals (NMTs)
 - 2. Remote terminal units (RTUs)

- E. Historical Reports: The Respondent shall describe the equipped capabilities the system will provide to generate reports for system historical data, including the following search fields for user-specific date ranges:
 - 1. System capacity/grade of service
 - 2. Number of busies
 - 3. Number of affiliated users
 - 4. Affiliated subscriber IDs
 - 5. Affiliation history of individual subscriber IDs
 - 6. Subscriber registrations/de-registrations
 - 7. Denied registration attempts

2.7.1. Network Management Terminal

- A. The NMT shall provide primary processing, display and control of information to and from a variety of RTU locations. System status and alarm conditions shall be displayed. The system shall provide the ability to remotely access the system to check the operational status of the system and to view alarms.
- B. The NMT shall be installed at a "to be determined" location of the County's choosing. Each location will have the ability to login into every NMS. All locations will have the capability to be active simultaneously.
 - 1. Main NMT terminal "to be determined"
 - 2. The primary and backup site will have NMTs.
 - 3. Each console location will be enabled to view NMTs
 - 4. Remote capabilities need to be designed for local and vendor support. Current vendor-supported network operations centers (NOCs) may be reused. However, please describe the security measures to protect the system.
 - 5. Two other remote NMTs need to be available through the County's information technology (IT) network. If they can be operated on a County-issued laptop, these devices do not need to be quoted, only the software.
- C. The NMT shall meet the following general requirements:
 - 1. Expandable software and hardware architecture shall be easily updated by adding software modules and hardware boards.
 - 2. Hardware and software platforms shall be personal computer (PC)-based using current versions of hardware and software.

- 3. Both graphic and tabular displays shall provide instantaneous and comprehensive network status information.
- 4. The NMT shall provide full archiving and control functions.
- 5. Multiple alarm protocols for higher-level NMSs shall be mediated by the NMT.
- 6. The NMT shall be designed to monitor a large cross section of equipment so that it can consolidate multiple alarm systems, rather than just poll alarms from RTU locations.
- 7. The NMT must perform full management functions with a local or remote terminal.
- 8. The NMT shall provide email or text notification of alarms.
- 9. The NMT shall provide alarm filtration and consolidation.
- A Web browser interface shall be provided for common management functions. Functions that cannot be displayed for remote access need to be listed in the response.
- 11. A secure Web browser interface shall be provided to monitor alarms and perform control and management functions via intranet or internet.
- D. NMT/RTU communications protocol(s) supported:
 - 1. Respondents shall fully describe all protocols used or supported.
 - 2. Respondents shall identify which of the following protocols are supported, either standard or as an option:
 - a. American Standard Code for Information Interchange (ASCII)
 - b. Simple Network Management Protocol (SNMP) and version.
 - 3. Proprietary protocols may be acceptable, provided that all requirements are met.
- E. Standard Features Respondent's solution shall include the following features:
 - 1. Respondent shall provide programmable display screens including the following:
 - a. System Summary High-level screen summary window with links to other screens
 - b. Change of State Summary of points that have changed state from alarm to normal or normal to alarm
 - c. Standing Alarms Summary of all points in alarm condition

- d. Programmable Alarm Windows Allowing logical grouping of alarms, such as by type or site
- 2. Respondent shall provide for the graphic depiction of the network allowing annunciation and point selection via icons:
 - a. Nested-tree depiction of the network with drill-down capability
 - b. Capability to drive external display devices
- 3. Programmable console environment, including:
 - a. Database definition
 - b. Screen colors
 - c. Alarm summary formats
 - d. Blink attributes
 - e. Pager alarm formats
 - f. Audible alert formats
- 4. Status Points The following status types shall be supported:
 - a. Simple status Contact open or closed
 - b. Change detect Simple status plus change detect since last scan
- 5. Control Points The following relay control types shall be supported:
 - a. Direct control
 - b. Select before operate
 - c. Batch Control multiple relays with a single operation
- 6. Analog points Display the value of a monitored quantity such as temperature, fuel level, voltage standing wave ratio (VSWR), etc.
- 7. Time stamp indicating date and time of message within 0.5 seconds
- 8. Conditional assignable text messages (minimum 256 characters) for each point to be issued on a change of state or alarm
- 9. Alarm qualification On a point basis, programmable delay before alarm is issued
- 10. Alarm deactivation On a point basis, the ability for the operator to deactivate an alarm to inhibit additional annunciation
- 11. Alarm history:
 - a. Logging of all alarms to disk and printer (selectable)
 - b. Minimum history log of 500,000 entries

- 12. Email support Text message of alarm sent to email lists
- 13. Ping interrogator To confirm that servers, routers and IP-based equipment are physically present on the network
- 14. Editor Providing point configuration utilities to create and edit point databases
- 15. Security Multiple levels of user name and password protection to all for flexible system management
- 16. Reports Respondent shall define the reports that are available. Respondent shall describe how trend analysis is supported and how current system status is reported. System shall be able to provide comprehensive planning and analysis, and shall have a flexible user interface.

2.7.2. Remote Terminal Units

- A. RTUs shall be provided in sufficient quantities to monitor the entire network, including:
 - 1. Trunked and conventional radio network components
 - 2. Site facilities including shelter, tower, lighting, power and generator
 - 3. Microwave radios, channel banks, etc.
 - 4. Simulcast paging transmitters (if equipped)
 - 5. Data network equipment, including routers, switches, etc.
 - 6. Remote access to all data and provisioning aspects of the system.
 - 7. Other miscellaneous equipment
- B. RTUs shall be fully compatible with NMTs supplied and provide complementary functionality wherever necessary to provide a complete working system.
- C. RTUs shall support the following points:
 - 1. Status/alarms 48 minimum, expandable to 256
 - 2. Control outputs 8 minimum, expandable to 32
 - 3. Analog inputs 8 minimum, expandable to 16
- D. RTUs shall support time stamp and system time synchronization.

- E. Terminations for all points shall be provided on suitable terminal blocks providing ease of installation, testing and maintenance.
- F. Respondents will submit as part of the proposal an IP cloud diagram showing each of the NMS servers and terminals in the system. This diagram will show how to remotely access each of these terminals for any of the NMS, including a proposed IP scheme.

2.8. SHARED SWITCH – OPTION

A. Respondents <u>may, but are not required to,</u> provide an optional design leveraging shared network control infrastructure in addition to the required design submission. Detailed costs of the shared switch design shall be provided, along with maintenance and warranty costs. Any present and future requirements or restrictions for Fayette County infrastructure to continue operating on the shared switch shall be explained.

2.9. MOBILE DATA – OPTION

A. As an option, Respondents should include the ability to utilize the P25 backbone to support data applications, including at a minimum mobile data, subscriber unit global positioning system (GPS), over-the-air programming (OTAP), over-the-air rekeying (OTAR), and any other optional applications such as fire station alerting. Responses should include both system and subscriber costing.

2.10. BACKUP CONSOLETTES - OPTION

A. As an option, Respondents shall provide backup consolettes for each console position. Respondents will provide details regarding the interface between the consolettes and the consoles. The design of the consolette system shall include all necessary cabling, surge protection and antennas.

3. BACKHAUL NETWORK

3.1. OVERVIEW

- A. Overall design assumption: The County acknowledges that at this early point in the process there is a mixture of existing sites AND conceptual sites being discussed. Until the P25 system is fully designed and conceptual sites are confirmed and are a certainty, sites listed in Appendix E will be used for purposes of this RFP. Some level of modification or adjustment to the backhaul network design may be necessary after sites are selected and the P25 design is firm.
- B. Respondents will propose a microwave backhaul system with consideration given to a fiberoptic network for connectivity as an option.
- C. Respondents shall propose a detailed backhaul plan. The plan shall include, at a minimum, path-loss calculations and annual availability for each path, as well as an overall network topology.
- D. The County requires that the microwave system be installed and operational prior to the field installation of the radio system's fixed network equipment (FNE), so that it may support the legacy radio system.
- E. The County does not have any existing microwave equipment.

3.2. DIGITAL MICROWAVE NETWORK

- A. The digital microwave network shall consist of the following components:
 - 1. Point-to-point digital microwave radios
 - 2. Microwave antennas
 - 3. Antenna systems
 - 4. Alarms
 - 5. NMS

3.2.1. Requirements

- A. The digital microwave backhaul network shall consist of monitored hot standby (MHSB) or ring-protected, point-to-point licensed microwave hops.
- B. Microwave terminal equipment shall include transmitter, receiver, modem, power supply, automatic switching device, multiplexer, service channel(s), and all associated interconnections to provide a complete and functional system.

- C. The radio shall deliver two-frequency, full-duplex operation. Space diversity configurations are acceptable, if necessary, to meet reliability requirements.
- D. AS AN OPTION, the network shall support multiprotocol label switching (MPLS) routing to support seamless integration and ad hoc routing with landline-based Ethernet connections.
- E. Capacity
 - 1. Each hop shall be equipped for the proposed IP radio network requirements
 - 2. Each hop shall deliver a minimum payload capacity of 155 megabits per second (Mbps) or more, as required to serve the proposed network.
- F. Performance Objectives
 - 1. Each microwave hop shall be designed to meet or exceed end-to-end annual reliability performance (BER = 10^{-3}) of 99.995 percent at the required capacity.
 - 2. Each microwave hop shall be designed to meet or exceed end-to-end annual quality performance (BER = 10^{-6}) of 99.999 percent at the required capacity.
 - 3. The mean time between failures (MTBF) for the proposed MHSB transceiver equipment shall exceed 25 years.
- G. Frequency
 - 1. The successful Respondent shall be responsible for all microwave frequency research, prior coordination, and preparation of all associated FCC license applications and submittals on behalf of the County.
 - 2. The County shall be responsible for coordination fees and licensing fees, if any, and signatures, if applicable.
 - 3. The Respondent shall propose the most appropriate licensed frequency band for each hop based on the requirements and FCC Part 101 regulations. Operation in the 6 gigahertz (GHz) licensed frequency band is preferred.
- H. Transmitter
 - 1. Respondent shall provide transmit output power referenced to the antenna port.
 - 2. Transmit output power shall be software adjustable.
 - 3. Automatic transmit power control (ATPC) shall be available.
 - 4. A switch from the main transmitter to the standby transmitter shall not result in a system outage. Respondent shall describe expected switchover time.

- 5. Radios shall be equipped with redundant power amplifiers. Switching between power amplifiers shall not result in a system outage.
- I. Receiver
 - 1. Respondent shall provide a guaranteed receiver threshold.
 - 2. Respondent shall provide performance criteria of the proposed radios for the following:
 - a. Co-channel interference
 - b. Adjacent-channel interference
 - c. Dispersive fade margin
 - 3. The receiver shall be designed to ensure that the receiver with the better performance is operational at any given moment. Respondent shall equip radios with a 10:1 split to prevent frequent switching.
 - 4. Transfer to the backup receiver shall not result in a system outage.
- J. Antenna System
 - Microwave antennas shall be compatible with the radio frequency bands and conform to applicable FCC requirements. Solid parabolic-type, Category A antennas shall be used in accordance with FCC Part 101.115.
 - A pressurized elliptical waveguide shall be used. Connectors shall be standard, premium-type, and compatible with antennas and radios, and in accordance with latest revision of the ANSI/TIA-222 interfaces. Tower-mounted outdoor units (ODUs) shall not be proposed.
 - 3. All mounting brackets, connectors, and other hardware shall be supplied as necessary for a complete installation.
 - 4. An automatic dehydrator/pressurization system shall be provided to maintain at least 5-psig (pounds per square foot gauge) positive pressure of conditioned air in the elliptical waveguide and antenna feed unit. Individual pressure gauges on a distribution manifold shall be provided for each line.
 - 5. All installed antenna/transmission lines shall be purged, pressure tested, and tested for low VSWR using return loss measurements. The minimum acceptable return loss shall be a VSWR of 1.5:1 and return loss of 14 dB.
 - 6. All RF paths shall be tested to demonstrate proper antenna alignment by measuring the net path loss between sites, as measured at the equipment rack interface.

- 7. All antenna sweep testing results shall be documented and provided in the asbuilt documentation at each site.
- K. Microwave Network Management System (MNMS)
 - 1. Respondents shall fully describe alarm, monitor, and control capabilities of the microwave terminal equipment, including capacity for external alarms (e.g., door alarms, generator).
 - 2. Respondents must define each of the alarms to the MNMS, and define the alarm protocol, e.g., SNMP v.3 or dry contact closure.
 - It is preferred by the County to have alarm and control capabilities for microwave equipment integrated into the NMS for the P25 trunked system. See Section 2.7, Network Management System. Respondents shall fully describe the nature of the interface between the systems and how to provision the microwave or MPLS paths.
- L. Power
 - 1. A DC power subsystem shall be provided for each microwave terminal.

3.2.2. Microwave Engineering

- A. Respondents shall conduct physical path surveys following notice to proceed to assure that all proposed paths meet proper clearance criteria.
- B. Respondents also shall conduct mandatory visits at all sites and notify the County/Owner of any site modifications necessary for the microwave hop.
- C. Respondents shall provide antenna centerline mounting height recommendations, based upon the information gathered during the physical path surveys and site visits.
- D. Respondents shall include fade margin calculations with the proposal, showing the preliminary antenna sizes, system gains, and system losses.
- E. Radomes shall be provided for each microwave antenna.
- F. The equipment shall be type-accepted for licensing under Part 101 of the FCC Rules and Regulations.

4. SITE DEVELOPMENT

4.1. GENERAL

- A. Site selection that will support the required system performance while minimizing costs is desired. Proposals shall include items such as shelter, generator, and site development to support the radio sites, as appropriate for the sites being recommended.
- B. Respondents shall perform due diligence in verifying all proposed site data for inclusion in the proposed radio system.
- C. Respondents may provide proposals exclusively for the infrastructure and facilities portion of this RFP. These Respondents shall make the following assumptions:
 - 1. Respondents shall propose facilities and infrastructure components (towers, shelters, generators, etc.) for the 13 sites identified in Appendix E. The matrix identifies the facilities and infrastructure components required at each site.
 - 2. Respondents shall make reasonable assumptions regarding NEPA/SHPO¹ findings and geotechnical reports.
 - Respondents shall include pricing for the development of raw land sites, including site clearing, construction drawings, zoning applications, NEPA/SHPO applications, FAA obstruction evaluation filings, towers, shelters, generators, fencing, subterranean grounding systems, fencing, and any other equipment or services necessary for the construction of a new radio site. Towers should be proposed at heights of 150, 200, 250, and 300 feet.
 - 4. Because the facilities and infrastructure design will depend on the sites selected by the radio vendor, all pricing shall be itemized so that the County may add or remove components to accurately calculate updated total costs.
- D. Respondents shall be responsible for ensuring that all radio sites are brought up to the latest revision of Motorola R56 or equivalent. Respondents must identify any specific enhancements required to existing radio sites during the mandatory site visits. If Respondents identify a leased tower location, any associated work required to upgrade those sites to Motorola R56 or equivalent must be included.
- E. Respondents shall identify and propose any additional work necessary to bring radio sites to the latest revision of Motorola R56 or equivalent for new or existing sites, including, at a minimum:
 - 1. Towers
 - 2. Shelters
 - 3. Backup power
 - 4. Site preparation

¹ National Environmental Protection Act/State Historic Preservation Office.

- 5. Fencing
- F. For the 45-day design, the successful Respondent shall provide detailed drawings, including all structures and foundations, in accordance with state law.
 - 1. Detailed drawings containing dimensions shall be provided that show all system components and locations.
 - 2. Drawings and/or specifications shall describe any auxiliary equipment.
 - 3. Manufacturer slick sheets of all equipment used also shall be provided.
- G. Code Compliance:
 - 1. Installation of all electrical equipment, power distribution, lighting assemblies, and associated wiring shall comply with the most recent edition of the NEC and Occupational Safety and Health Administration (OSHA) regulations.
 - 2. All electrical equipment shall be listed or approved by Underwriters Laboratories (UL).
 - 3. The successful Respondent and any subcontractor employed by the Respondent shall comply with all local codes and industry best practices and guidelines stipulated in Section 1.6.1, Standards and Guidelines.
- H. The successful Respondent shall assume total responsibility for maintaining liability insurance covering the following items:
 - 1. Project design
 - 2. Implementation
 - 3. Licenses
 - 4. Shipping
 - 5. Receiving
 - 6. All required site work
 - 7. Any items required for Respondent or any required subcontractors
- I. Prior to any excavations, the Respondent or its subcontractor(s) shall follow appropriate procedures outlined at the following website: <u>www.call811.com</u>.
- J. The successful Respondent will coordinate with utility companies for all utility-related items, such as electrical service hookups and disconnects.

K. Concrete:

- 1. For all foundations and concrete work, the Respondent or its subcontractor(s) shall provide to the project engineer a test sample of each mix of concrete demonstrating that it has been tested for compliance with the foundation specifications set forth by the requisite site engineer. Written reports certifying the strength of the concrete shall accompany each test cylinder.
- 2. If any concrete used in the foundation does not meet specifications, the Respondent or its subcontractor(s) shall remove the foundation and pour a new foundation using compliant materials, at no expense to the County/Owner.

4.2. TOWERS

- A. General:
 - 1. If the Respondent determines that additional towers are required, or existing towers must be replaced or modified, the Respondent shall propose required solutions.
 - 2. Any tower manufacturer supplying a tower(s) for this system shall guarantee structural integrity of the tower for a period of not less than 20 years from the date of acceptance.
- B. Tower Loading:
 - The tower and foundation shall be designed for all proposed equipment, legacy equipment, appurtenances, ancillary equipment, and initial antenna loading, plus 25 percent future antenna system growth as an option, without addition to or modification of the finished tower or foundation.
 - 2. The proposed tower structure shall be designed and installed in accordance with latest revision of the ANSI/TIA-222 standard.
- C. Proposed towers shall include the following:
 - 1. Ice Bridge A 24-inch, open mesh-type, horizontal transmission-line ice bridge, extending from the tower cable ladder to the equipment building, including 24 four-inch-diameter line entry ports, shall be provided.
 - 2. Transmission Line Support A vertical transmission line support system shall be provided to securely attach the antenna transmission lines. Holes shall be provided in the tower support members, tower hanger adapter plates, or separate ladder structures to allow installation of snap-in cable hangers and bolt-in cable hangers at maximum three-foot intervals. The mounting holes shall be precision punched or drilled, and sufficiently separated to accommodate the snap-in or bolt-in hangers.
 - 3. Climbing Access A ladder, beginning at a point at least ten feet off the ground, shall be provided as an integral part of the tower to permit access by authorized personnel. The tower shall be equipped with an OSHA-approved anti-fall safety device in accordance

with the latest revision of ANSI/TIA-222. This device must not interfere with the climber's ease of reach by hand or foot from one rung of the ladder to the next, either going up or coming down. Two safety climbing belts shall be supplied with each new tower.

- 4. Lighting (as applicable):
 - Tower lighting shall be supplied as required by the applicable determination as issued by the FAA for this project, and shall be fully compliant with FAA AC 70/7460-1K, latest revision.
 - b. The system control circuitry shall provide synchronization and intensity control of the obstruction lighting system, and shall monitor the overall integrity of the lighting system for component failures or improper operation.
 - c. The successful Respondent or its subcontractor(s) shall wire all alarms to the provided Type 66 block located in the communications shelter or equipment room. All alarms shall be clearly labeled.
- 5. A lightning ground rod shall be installed at the very top of the tower to extend at least two feet above the top of the tower or lighting fixture.
- 6. Labeling shall be clearly provided near the base of all new towers for the following:
 - a. Make
 - b. Model
 - c. Serial number
 - d. Tower height
 - e. Latitude and longitude
 - f. FAA and FCC identification numbers (if applicable)
- D. Construction:
 - 1. All welding must be done in the factory prior to the galvanizing process. Field welding is not acceptable.
 - 2. The tower shall be constructed of high-strength steel. All components and hardware shall be hot-dip galvanized with a zinc coating after fabrication, in accordance with latest revision of the ANSI/TIA-222 standards. A zinc coating shall be permanently fused to the steel, both inside and outside, so that all surfaces are protected and no painting is required for rust protection.
 - 3. Prior to galvanization, each piece of steel and every weld must be deburred and smooth finished.
- E. Final Testing and Acceptance Upon completion of the work, documentation detailing final inspection and testing shall be submitted, documenting the following:

1. Steel structure:

- a. Vertical alignment and plumbness
- b. All bolts tight and torqued to specification
- c. No damaged or missing structural members
- d. All surface scratches and damage to the galvanization repaired
- e. No signs of stress or vibration
- f. All climbing ladders and other devices installed correctly
- g. Labels and tags
- 2. Foundation:
 - a. Concrete finish shall exhibit no cracks or blemishes
 - b. Grouting, if used, shall have drain holes if the tower uses hollow-leg construction or monopole design
 - c. Backfilling and grading shall be conducted
- 3. Grounding Shall meet applicable standards such as Motorola R56[®]; items include the following, at a minimum:
 - a. Verify lugs and exothermic welds
 - b. Test and record ground resistance
 - c. Install lightning ground rod at top of tower
- 4. Ice Bridge Install per tower manufacturer specifications
- 5. Lighting and controls:
 - a. Inspect conduit and wiring installation
 - b. Verify proper lamp operation
 - c. Verify alarm contact operation
 - d. Verify labeling
- 6. Photographs:
 - a. Overall structure from north, east, south, and west
 - b. Footers
 - c. Grounding

4.3. SHELTERS

- A. General:
 - 1. Respondents shall propose a new or used equipment shelter at new site locations and where existing shelters are deemed inadequate. If used shelters are proposed, the Respondent shall ensure that the used shelters meet the same specifications as a new shelter, as specified within this RFP.

- 2. The shelter shall be a prefabricated, preassembled shelter. The shelter can be constructed from concrete and/or aggregate materials.
- B. Size:
 - 1. Shelter dimensions shall be determined by the selected Respondent dependent upon final design. Legacy and proposed systems shall use up to 60 percent of the floor space, leaving a minimum of 40 percent for future expansion.
 - 2. Minimum shelter size shall be 12-foot by 16-foot, with a minimum interior height of nine feet.
- C. Foundation: The foundation for the shelter shall consist of concrete piers or a poured concrete slab constructed by the selected Respondent or subcontractor that will properly support and secure the shelter. Foundation drawings recommended by the shelter manufacturer shall be the criteria by which the foundation is constructed.
- D. Flooring:
 - Respondents are to propose a structure where the floor or solid foundation features a minimum uniform load rating of 200 pounds per square foot with no more than 3,000 pounds over any four-square-foot area, unless additional load rating is required for batteries. This rating shall be increased in sections as necessary to support heavyweight equipment. If the shelter is delivered with the floor already assembled, the floor shall exhibit a minimum 90-pounds-per-square-foot uniform live load capacity while the building is being lifted.
 - 2. Floors shall be insulated to a minimum R-11 rating. Insulation shall be secured in place to prevent shifting during construction and transportation.
 - 3. Exterior covering of the floor shall be included to prevent rodent penetration.
 - 4. The floor shall be covered by a high-quality, industrial/commercial-grade asphalt or vinyl tile. All edges shall be covered by wall molding.
- E. Walls:
 - 1. Walls shall be constructed to a minimum 120-mph wind loading, including overturning moments.
 - 2. Walls shall withstand the effects of bullets or other projectiles equivalent to a 30.06 highpower rifle load fired from a distance of 50 feet, with no penetration to the inner cavity of the wall. No interior damage shall be sustained, including to insulation, interior walls, etc.
 - 3. The outside walls shall be finished concrete or an aggregate composition.
 - 4. A wall feed-through with 12 four-inch openings shall be provided on the tower side of the building to accommodate elliptical waveguide and coaxial transmission lines. The

openings shall be properly booted to provide a good weather seal. The wall feed-through shall be bonded to the site ground system per guidelines specified in Section 1.6.1, Standards and Guidelines.

- 5. The inside walls shall be finished with minimum 5/8-inch plywood (or equivalent) to allow mounting of panels, blocks, etc., and trimmed with coordinated molding.
- 6. High-performance insulation shall provide a minimum insulation factor of R-11.
- F. Roof:
 - 1. The building roof shall support a minimum 100 pounds per-square-foot uniform live load.
 - 2. The roof is to be pitched to facilitate water runoff.
 - 3. The shelter roof shall withstand the impact of ice falling from the adjacent tower without suffering any damage, or shall otherwise be protected from such damage. Respondents are to describe in their proposals how this requirement will be met.
 - 4. High-performance insulation shall provide a minimum insulation factor of R-19.
- G. Doors:
 - 1. Shelters shall have one 42-inch by 84-inch insulated door, with three stainless steel tamper-proof hinges, passage-style lever handle, deadbolt lockset and fiberglass weather hood or awning. The door shall be equipped with a hydraulic door closer.
 - 2. The exterior door shall be of aluminum or steel (stainless or galvanized) construction with a finish to match the building finish.
 - 3. The door shall withstand the effects of bullets or other projectiles equivalent to a 30.06 high-power rifle load fired from a distance of 50 feet, with no penetration to the inner cavity of the door. No interior damage shall be sustained, including to insulation, interior walls, etc.
 - 4. The door sill shall be of stepped construction to prevent rain water from entering the shelter at the bottom of the door or from around the door frame. The door frame shall have a weather seal around the door to limit air and water intrusion.
 - 5. Locks shall be constructed of non-corroding materials, and shelter locks shall be keyed alike for shelters. Four keys shall be provided to the County/Owner.
- H. Finishing:
 - Respondents shall describe the interior and exterior finishes. Color and finishes shall be selected by the County from samples provided by the selected Respondent or its subcontractor.

- 2. All joints shall be sealed with a compressible, resilient sealant.
- I. Alternating Current (AC) Power System:
 - 1. The selected Respondent shall deliver the building complete with a 200-ampere-capacity, 240-volt, single-phase electrical panel box with a ground bar.
 - 2. This panel shall be equipped with a 200-ampere-capacity main circuit breaker used to supply power for all electrical functions related to the site.
 - 3. Overall panel size shall be determined by the need to provide the number of individual breakers required, plus a reserve of at least six 240-volt slots.
 - 4. Breakers for shelter air-conditioning will be of the bolt-down, not snap-in, type.
 - 5. Receptacles:
 - a. Each radio equipment unit (or rack) shall be supplied with two 20-ampere circuits, each terminated at a typical NEMA 5-20 receptacle. Receptacles shall be mounted to the side of the overhead cable tray.
 - b. Service receptacles shall be mounted on the walls at six-foot intervals or less.
 - c. One weatherproof ground fault interrupter (GFI) exterior power receptacle shall be provided with each shelter, to be mounted near air-conditioning units.
 - d. Each receptacle shall be fed from an individual breaker. The feeding breaker shall be identified at the receptacle and the receptacle shall be identified at the breaker. All breakers or circuits shall be rated at 20 amperes, unless otherwise noted.
- J. Power Line Surge Suppression:
 - 1. An AC surge protector shall be provided and installed inside the shelter.
 - 2. An acceptable unit shall be an in-line type such as the AC Data Systems "integrated load center." An alternate unit must meet or exceed all of the capabilities of this model unit.
 - 3. Minimum surge protector requirements:
 - a. Built-in redundancy of dual stages per phase with filtering
 - b. Surge energy shunted to ground, not to neutral
 - c. Front panel indicator lamps
 - d. Remote/local status contacts
 - e. Fusible link protected so as not to interrupt power
 - f. Field replacement protection blocks or fuses, if needed
 - g. UL-listed components
 - h. 45 kiloamperes (kA)-per-phase ANSI C62.1 8/20 waveform

- i. Electromagnetic interference/radio frequency interference (EMI/RFI) filtering per MIL-STD-220
- j. The unit shall be capable of handling the full 240-volt, 200-ampere capacity of the electrical system.
- K. Wiring Methods:
 - 1. All wiring noted on the site drawings or otherwise included by the selected Respondent shall be installed in conduit or ductwork. Where no protection method is specified, conduit shall be used.
 - 2. All conduits and ducts shall be securely surface-mounted and supported by approved clamps, brackets, or straps as applicable, and held in place with properly selected screws. No wiring shall be embedded inside any walls, floor or ceiling. Entrance power, outside light, air-conditioning outlet, and telecommunications are the only wiring that may penetrate shelter walls or floor.
 - 3. All wire raceways, conduits, etc. are to be mechanically joined and secured.
 - 4. Flexible steel conduit or armored cable shall protect wiring connected to motors, fans, etc., and other short runs where rigid conduit is not practical.
 - Unless otherwise specified, all power wiring shall be a minimum #12 American wire gauge (AWG)-size solid copper conductors with insulation rated for 600 volts AC (VAC).
- L. Portable Generator Support
 - 1. The shelter shall have an external generator power connector for portable generator support. The Respondent shall provide an Appleton connector, or equivalent, on the outside of the shelter on the short wall closest to the shelter door, or where possible.
- M. Light Fixtures:
 - Ceiling-mounted, four-foot, fluorescent light fixtures (two 40-watt [W] bulbs per fixture) with RFI ballasts shall be supplied for the equipment shelters. A sufficient quantity of light fixtures shall be supplied to provide a uniform light level throughout the building of 150 foot candles at four feet above the floor. The ballasts or LED lights shall not generate RFI interference on any radio frequency.
 - 2. Light fixtures shall be fed as a gang from a common breaker and controlled by an on/off switch near the door.
- N. Outdoor Lighting:
 - 1. An exterior 100-W, wall-mounted, motion-controlled light shall be mounted on the front entrance of the shelter.

- 2. The exterior lighting system shall be fed from a separate, appropriately rated breaker and light switch by the door.
- O. Heating, ventilation, and air-conditioning:
 - Respondents shall provide an HVAC system for each shelter proposed. Respondents shall propose dual air-conditioning units with lead lag controller. Each air-conditioning unit shall be sized for 100 percent of the building's required cooling capacity, as determined by British thermal unit (BTU) analysis.
 - 2. The selected Respondent shall perform BTU analysis (heat-load calculations) for all shelter equipment during preliminary design to verify HVAC system size. All calculations shall include a 50-percent expansion factor, and all assumptions regarding power consumption, duty factor, and heat loading shall be thoroughly explained.
 - Each unit shall be capable of maintaining an inside ambient temperature range between 65 and 85 degrees (°) Fahrenheit (F). Each unit shall be sized to maintain temperatures inside the shelter at 70° F when exterior temperatures go as high as 100° F.
 - 4. The HVAC system shall be controlled by a wall-mounted thermostat. The thermostat shall turn the heater on when the temperature inside the shelter drops to 65° F and off when it rises to 68° F. It shall turn on the air-conditioner when the interior temperature reaches 78° F and off when the temperature drops below 75° F. Thermostat control shall be adjustable within the range of 45° to 85° F.
 - P. Antenna Cable Conduit Entry: A bulkhead panel shall be supplied to accommodate coaxial transmission lines between 1/2-inch and 1⁵/₈-inch diameter elliptical waveguides. A minimum of 12 transmission lines shall be accommodated with four-inch openings. The building manufacturer shall seal the conduits into the wall to assure that they are watertight.
 - Q. Cable Tray: All new shelters shall be equipped with cable trays. The selected Respondent shall install a minimum 18-inch-wide cable-tray system above the equipment.
 - R. Shelters shall be supplied with at least one ten-pound, carbon-dioxide (CO₂) fire extinguisher, an approved eye-wash station and first-aid kit.

4.4. GENERATOR AND AUTOMATIC TRANSFER SWITCH

- A. Respondent shall provide an emergency generator system at each new radio communications site for backup power, sized appropriately for the system. For existing sites where a generator may be reused, an assessment of sufficiency should be completed and any recommended enhancements proposed.
- B. This section provides specifications and requirements for standby power systems to supply electrical power in the event that the normal supply fails. Standby power systems shall consist of a liquid-cooled engine, an AC alternator and system controls with all necessary accessories for a complete operating system, including at a minimum the items as specified.

- C. Respondent shall perform electrical-loading analysis for shelter equipment, including HVAC subsystems, during preliminary design to verify generator size and fuel-tank capacity. All electrical-loading calculations shall include a 50 percent expansion factor, and all assumptions regarding power consumption and duty factor shall be thoroughly explained.
 - 1. For the purpose of the proposal, the Respondent shall assume the following:
 - a. Single phase
 - b. 60 Hz operating frequency
 - c. 0.8 power factor
 - d. Propane or diesel fuel
 - e. Minimum 72-hour runtime
- D. In the event of a commercial power outage, the emergency generator shall provide power to the entire shelter without a system outage.
- E. Quality Assurance The system shall be supplied by a manufacturer that has been regularly engaged in the production of engine-alternator sets, automatic transfer switches (ATS), and associated controls for a minimum of ten years, thereby identifying one source of supply and responsibility.
- F. The generator system and all accessories and ancillary equipment shall comply with the following standards:
 - 1. NFPA 37, Flammable and Combustible Liquids Code
 - 2. NFPA 55, Standard for the Storage and Handling of Compressed Gases
 - 3. NFPA 70, *National Electrical Code*, with particular attention to Article 700, "Emergency Systems"
 - 4. NFPA 110, Requirements for Level 1 Emergency Power Supply System
 - 5. NFPA 101, Code for Safety to Life from Fire in Buildings and Structures
 - 6. ANSI/NEMA MG 1, Motors and Generators
 - 7. ANSI/NEMA AB 1, Molded Case Circuit Breakers
 - 8. ANSI/NEMA 250, Enclosures for Electrical Equipment (1,000 Volts Maximum)
- G. Labeling and Identification All wiring harnesses and connectors shall be clearly identified by number and function according to the associated schematic diagrams and documentation provided by the Respondent.

- H. Factory Testing:
 - 1. Before shipment of the equipment, the generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
 - a. Verification that all safety shutdowns are functioning properly
 - b. Verification of single-step load pick-up per NFPA 110-1996, paragraph 5-13.2.6
 - c. Verification of transient and voltage-dip responses and steady-state voltage and speed (frequency) checks
 - d. Full load test for a minimum of one hour
 - 2. Respondent shall provide complete report(s) of all testing performed.
- I. Startup and Checkout:
 - 1. The supplier of the electricity-generating plant and associated items covered herein shall provide factory-trained technicians to check the completed installation and to perform an initial startup inspection to include:
 - a. Ensuring that the engine starts (both hot and cold) within the specified timeframe.
 - b. Verifying that engine parameters are within specification.
 - c. Verification of no-load frequency and voltage adjustment, if required.
 - d. Testing of all generator automatic shutdowns.
 - e. Performing a simulation of power failure to test generator startup and the ability of the ATS to pick up building load correctly.
 - f. Returning to commercial power and testing the generator and ATS to demonstrate correct cycling to normal commercial power.
 - g. Performing a load test of the generator, to ensure full-load frequency and voltage is within specification when using building load. This test shall be run for a minimum of one hour.
 - h. Testing and verifying all remote indicators and controls.
 - 2. Respondent shall provide complete report(s) of all testing performed.

4.4.1. Diesel Generator

- A. The prime mover shall be a liquid-cooled, diesel engine.
- B. The engine shall have a sufficient horsepower rating to drive the generator to full output power without a gear box between the engine and generator.

- C. The engine shall have a battery-charging DC alternator with a solid-state voltage regulator.
- D. The generator shall meet temperature-rise standards for Class H insulation, operating within Class F standards for extended life.
- E. The alternator shall have internal thermal-overload protection and an automatic-reset field circuit breaker.
- F. One-step load acceptance shall be 100 percent of the generator set nameplate rating, and shall meet the requirements of NFPA 110, paragraph 5-13.2.6.
- G. The electricity-generating plant shall be mounted with vibration isolators on a weldedsteel base that shall permit suitable mounting to any level surface.
- H. A main-line-output circuit breaker carrying the UL mark shall be factory installed.
 - 1. Form C auxiliary contacts rated at 250-volt AC/10 amperes shall be provided to allow remote sensing of the breaker status.
 - A system utilizing manual-reset field circuit breakers and current transformers is unacceptable.
- I. An alternator strip heater shall be installed to prevent moisture condensation from forming on the alternator windings.
- J. Controls:
 - All engine alternator controls and instrumentation shall be designed, built, wired, tested and shock-mounted in a NEMA 1 enclosure mounted to the generator set by the manufacturer. It shall contain panel lighting, a fused DC circuit to protect the controls and a +/- 5 percent voltage-adjusting control.
 - The generator set shall contain a complete two-wire automatic engine start-stop control that starts the engine on closing contacts and stops the engine on opening contacts.
 - 3. A programmable cyclic cranking limiter shall be provided to open the starting circuit after four attempts if the engine has not started within that time. Engine control modules must be solid-state plug-in type for high reliability and easy service.
 - 4. The panel shall include:
 - a. Analog meters to monitor:
 - i) AC voltage

- ii) AC current
- iii) AC frequency
- b. Phase selector switch
- c. Emergency stop switch
- d. Audible alarm
- e. Battery charger fuse
- f. Programmable engine control
- g. Monitoring module
- 5. The programmable module shall include:
 - a. Manual on/off/auto switch
 - c. Four light-emitting diode (LED) status lights to indicate:
 - i) Not in automatic mode
 - ii) Alarm active
 - iii) Generator running
 - iv) Generator ready
- 6. The module shall display all pertinent unit parameters including:
 - a. Generator Status on/off/auto
 - b. Instrumentation Real-time readouts of the following engine and alternator analog values:
 - i) Oil pressure
 - ii) Coolant temperature
 - iii) Fuel level
 - iv) DC battery voltage
 - v) Run-time hours
 - c. Alarm Status:
 - i) High or low AC voltage
 - ii) High or low battery voltage
 - iii) High or low frequency
 - iv) High or low oil pressure
 - v) Low water level
 - vi) High or low water temperature
 - vii) High and pre-high engine temperature

- viii) High, low and critical-low fuel levels (where applicable)
- ix) Over crank
- x) Over speed
- xi) Unit not in automatic mode
- K. Unit Accessories:

1.Weather-protective enclosure:

- a. The generator set shall be factory enclosed in a heavy-gauge steel enclosure constructed with 12-gauge corner posts, uprights and headers.
- b. The enclosure shall be coated with electrostatically applied powder paint, baked and finished to manufacturer's specifications.
- c. The enclosure shall have large, hinged doors to allow access to the engine, alternator and control panel.
- 2. The exhaust silencer(s) shall be provided of the size recommended by the manufacturer and shall be of critical grade.
- 3. The generator set shall include an automatic dual-rate battery charger manufactured by the generator set supplier. The battery charger shall be factory installed on the generator set. Due to line-voltage-drop concerns, a battery charger mounted in the transfer switch is unacceptable.
- 4. A heavy-duty, lead-acid, 12-volt DC battery shall be provided by the generator set manufacturer. The generator set shall have a frame suitable for mounting the battery and shall include all connecting battery cables.

4.4.2. Automatic Transfer Switch

- A. The ATS shall be compatible with the generator set so as to maintain system compatibility and local service responsibility for the complete emergency power system.
- B. Representative production samples of the ATS supplied shall have demonstrated through tests the ability to withstand at least 10,000 mechanical operation cycles. One operation cycle is defined as the electrically operated transfer from normal to emergency operation, and back to normal.
- C. Wiring must comply with NEC table 373-6(b). The manufacturer shall furnish schematic and wiring diagrams for the particular ATS proposed, and a typical wiring diagram for the entire system.
- D. Ratings and Performance:

- 1. The ATS shall be adequately sized to match the generator and shelter electrical systems.
- The ATS shall be a two-pole design rated for 600-VAC, 200-amperes continuous operation in ambient temperatures of -20° F (-29° Celsius [C]) to +140 degrees F (+60° C).
- 3. The operating mechanism shall be a single operating coil design, electrically operated and mechanically held in position.
- 4. A provision shall be supplied to be able to manually operate the switch in the event of logic or electrical coil failure.
- E. Controls:
 - 1. A solid-state under-voltage sensor shall monitor all phases of the normal source and provide adjustable ranges for field adjustments for specific application needs.
 - a. Pick-up and drop-out settings shall be adjustable from a minimum of 70 percent to a maximum of 95 percent of nominal voltage.
 - b. A utility-sensing interface shall be used, stepping down system voltage of 120/240 VAC single phase to 24 VAC, helping to protect the printed circuit board from voltage spikes and increasing personnel safety when troubleshooting.
 - 2. Controls shall signal the generator set to start in the event of a power interruption.
 - A solid-state time-delay start, adjustable from 0.1 to ten seconds, shall delay this signal to avoid nuisance start-ups on momentary voltage dips or power outages.
 - 3. Controls shall transfer the load to the generator set after it reaches proper voltage.
 - a. Adjustable from 70–90 percent of system voltage.
 - b. Adjustable from 80–90 percent of system frequency.
 - c. A solid-state time delay, adjustable from five seconds to three minutes, shall delay this transfer to allow the generator to warm up before application of load.
 - d. There shall be a switch to bypass this warmup timer when immediate transfer is required.

- 4. Controls shall retransfer the load to the line after normal power restoration.
 - a. A return-to-utility timer, adjustable from one to 30 minutes, shall delay this transfer to avoid short-term normal power restoration.
- 5. The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred.
- 6. Controls shall signal the generator to stop after the load retransfers to normal.
 - a. A solid-state engine cool-down timer, adjustable from one to 30 minutes, shall permit the engine to run unloaded to cool down before shutdown.
 - b. Should the utility power fail during this time, the switch shall immediately transfer back to the generator.
- 7. The transfer switch shall have a time-delay-neutral feature to provide a time delay, adjustable from 0.1 to ten seconds, during the transfer in either direction, during which time the load is isolated from both power sources. This allows residual voltage components of motors or other inductive loads (such as transformers) to decay before completing the switching cycle.
- 8. A switch shall be provided to bypass all transition features when immediate transfer is required.
- 9. The transfer switch shall have an in-phase monitor, which allows the switch to transfer between live sources if their voltage waveforms become synchronous within 20 electrical degrees within ten seconds of the transfer-initiation signal.
 - a. If the in-phase monitor will not allow such a transfer, the control must default to time-delay-neutral operation.
- 10. Front-mounted controls shall include a selector switch to provide for a NORMAL TEST mode with full use of time delays; FAST TEST mode that bypasses all time delays to allow for testing the entire system in less than one minute; or AUTOMATIC mode to set the system for normal operation.
 - a. The controls shall provide bright lamps to indicate the transfer switch position in either UTILITY (white) or EMERGENCY (red). A third lamp is needed to indicate STANDBY OPERATING (amber). These lights must be energized from the utility source or the generator set.
 - b. The controls shall provide a manually operated handle to allow for manual transfer. This handle must be mounted inside the lockable enclosure and be accessible only to authorized personnel.

- c. The controls shall provide a safety disconnect switch to prevent load transfer and automatic engine start while performing maintenance. This switch also shall be used for manual transfer switch operation.
- d. The controls shall provide LED status lights to give a visual readout of the operating sequence including:
 - i) Utility on
 - ii) Engine warmup
 - iii) Standby ready
 - iv) Transfer to standby
 - v) In-phase monitor
 - vi) Time-delay neutral
 - vii) Return to utility
 - viii) Engine cool down
 - ix) Engine minimum run

4.4.3. Diesel Fuel System

- A. Respondent shall provide a complete fuel system including tank(s) and all associated piping, valves, controls, etc.
- B. Above-ground tanks shall be bulletproof or protected.
- C. Tank and fuel system components shall be sized to provide a minimum of 72 hours of run time at full load.
- D. Fuel tank shall be integral to the generator.
- E. Clear access shall be provided for refueling.
- F. Controls and Monitoring Equipment:
 - 1. Fuel capacity gauge with low-fuel-level alarm contact closure
 - 2. Multi-valve for filling, pressure relief and gauging

4.5. DC POWER

- A. Respondents shall provide a -48 volts DC (VDC) power system to support P25 equipment, microwave equipment, and ancillary site equipment at existing and proposed sites used in the proposed system design.
- B. Respondents shall provide dedicated 220-VAC/30-amp circuits for each pair of rectifiers on the DC plant, and provide electrical connections and grounding to the DC plant.
- C. The selected Respondent shall perform electrical-loading analysis for shelter equipment, radio system equipment, and microwave equipment, excluding HVAC subsystems, during

preliminary design to verify the DC system size required. All assumptions regarding power consumption and duty factor shall be thoroughly explained.

- D. Respondents shall appropriate distribution breakers and circuits for DC power to each designated row of equipment racks. Equipment installed within those racks shall be immediately accessible to the DC power source.
- E. Quality Assurance:
 - Electrical components, devices, and accessories shall be listed and labeled, as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. UL compliance shall be listed and labeled under UL 1778 by a nationally recognized testing laboratory (NRTL).
 - 3. NFPA compliance shall identify UPS components as suitable for installation in computer rooms according to NFPA 75, *Standard for the Protection of Information Technology Equipment*.
- F. Performance Requirements:
 - 1. Input:
 - a. Single-phase, three-wire
 - b. Voltage: 120/240 V nominal
 - c. Frequency: 50/60 Hz +/- 3 Hz
 - 2. Output:
 - a. Capacity: Assumed at 1,000 amperes, to be finalized during the design phase
 - b. Voltage: -24/-48 VDC, 12 VDC, and 120 VAC
 - Minimum Duration of Supply If the DC power system is the sole backup energy source, duration of the supply is eight hours. Respondents shall assume 50 percent average base station/repeater usage (transmit and receive) for eight-hour runtime calculations. Respondents also shall ensure four hours of DC runtime under 100 percent load.
 - 4. EMI Emissions Comply with FCC Rules and Regulations and with Title 47 of the Code of Federal Regulations (CFR), Part 15 for Class A equipment.
 - 5. Electronic Equipment Solid-state devices using hermetically sealed semiconductor elements. Devices include rectifier-charger, inverter, and system controls.
 - 6. Surge Suppression Protect internal DC components from surges that enter at each AC power input connection, and protect controls and output components.
- G. Tests and Inspections:

- 1. Comply with manufacturer's written instructions.
- 2. Inspect interiors of enclosures, including the following:
 - a. Integrity of mechanical and electrical connections
 - b. Component type and labeling verification
 - c. Ratings of installed components
- 3. Test manual and automatic operational features, as well as system-protection and alarm functions.
- 4. Provide inspection reports.
- H. Demonstration: Train County's maintenance personnel to adjust, operate, and maintain the DC power system.

4.6. SITE PREPARATION

- A. The successful Respondent shall perform all preparations for site improvements as necessary. Work includes the following at a minimum:
 - 1. Protecting existing plants and grass to remain
 - 2. Removing existing plants and grass as necessary
 - 3. Clearing and grubbing
 - 4. Stripping and stockpiling topsoil
 - 5. Removing above- and below-grade site improvements
 - 6. Disconnecting, capping or sealing, and removing site utilities
 - 7. Temporary erosion and sedimentation control measures
 - 8. Access road development
- B. The following Construction Specifications Institute (CSI) standard sections are referenced, but are not included in this specifications document:
 - 1. Division 1 Section, *Temporary Facilities and Controls* for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and temporary erosion and sedimentation control procedures
 - 2. Division 1 Section, *Execution Requirements* for verifying utility locations and for recording field measurements

- 3. Division 1 Section, *Selective Demolition* for partial demolition of buildings or structures undergoing alterations
- 4. Division 2 Section, *Building Demolition* for demolition of buildings, structures, and site improvements
- 5. Division 2 Section, *Tree Protection and Trimming* for protecting trees remaining onsite that are affected by site operations
- 6. Division 2 Section, Earthwork for soil materials, excavating, backfilling, and site grading
- 7. Division 2 Section, *Lawns and Grasses* for finish grading, including preparing and placing planting soil mixes and testing of topsoil material
- C. The successful Respondent or its subcontractor(s) shall comply with local guidelines for erosion and sedimentation (E&S) control.
- D. The Respondent shall carefully examine and study existing conditions, difficulties and utilities affecting execution of work. Later claims for additional compensation due to additional labor, equipment or materials required due to difficulties encountered or underground water conditions will not be considered.
- E. The Respondent shall verify that existing plant life to remain and clearing limits are clearly tagged, identified and marked in such a manner as to ensure the safety of said plant life throughout construction operations.
- F. Protection:
 - 1. Respondent shall protect and maintain benchmark, monument, property corner, and other reference points, reestablishing them by registered professional surveyor if disturbed or destroyed, at no cost to the County.
 - 2. Respondent shall locate and identify existing utilities that are to remain and protect them from damage, reestablishing them if disturbed or destroyed, at no cost to the County.
 - 3. Respondent shall protect trees, plant growth and features to remain as final landscape. Branches or roots of any trees that are to remain shall not be disturbed. Adequate guards, fences, lighting, warning signs and similar items shall be provided and maintained as required.
 - 4. Respondent shall install protection such as fencing, boxing of tree trunks, or other measures as approved by the project engineer.
 - 5. Respondent shall conduct operations with minimum interference to public or private accesses and facilities; maintain ingress and egress at all times; and clean or sweep any roadways daily or as required by the governing authority. At such times as deemed necessary by the County, dust control shall be provided by water-sprinkling systems or equipment provided by the Respondent or its subcontractor(s).

- 6. When appropriate, the Respondent shall provide traffic control as required, in accordance with contract documents, the U.S. Department of Transportation "Manual of Uniform Traffic Control Devices" and the Georgia Department of Transportation requirements.
- G. Clearing:
 - 1. Respondent shall clear areas required for access to the site and execution of work.
 - 2. Unless otherwise indicated, the Respondent shall remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Removal includes digging out stumps, roots and root material. Depressions caused by clearing and grubbing operations are to be filled to sub-grade elevation to avoid water pooling. Satisfactory fill material shall be placed in horizontal layers not exceeding eight inches loose depth, and thoroughly compacted per fill requirements of this section and CSI Division 2, *Site Construction*, Section 02200.
 - 3. The Respondent shall remove grass, trees, plant life, stumps and all other construction debris from the site to a location that is suitable for handling such material according to state laws and regulations.
- H. Demolition Respondent shall remove existing pavement, utilities, curbing and shrubbery as necessary for construction of improvements.
- I. Topsoil Excavation:
 - 1. The Respondent shall strip topsoil from areas that are to be filled, excavated, landscaped or regraded to such a depth that it prevents intermingling with underlying subsoil or questionable material.
 - 2. Respondent shall stockpile topsoil in storage piles in areas not scheduled for construction, job trailer location or equipment laydown, or where directed by the project engineer. Storage piles shall be constructed to freely drain surface water. Storage piles shall be covered as required to prevent windblown dust. Unsuitable soil shall be disposed of as specified for waste material, unless otherwise desired by the County. Excess topsoil shall be removed from the site by Respondent or its subcontractor(s).
 - 3. Final topsoil coatings shall consist of organic soil applied in depth of not less than six inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones and other objects greater than two inches in diameter, as well as weeds, roots and other objectionable material.
- J. Access Roads:
 - 1. A 12-foot-wide access road shall be provided to the fence gate at new sites. For existing access roads, Respondent shall evaluate sufficiency and propose improvements where necessary.

- 2. Road beds shall be prepared, rolled and provided with six inches of coarse aggregate base.
- 3. Roads shall be graded appropriately for proper drainage and minimal erosion.

4.7. FENCING

- A. The Respondent shall provide chain-link fencing around the perimeter of all new proposed sites.
- B. Framework: Type I or Type II steel pipe
 - Type I Schedule 40 steel pipe with 1.8 ounces of zinc coating per square foot of surface area conforming to ASTM F1083.
 - Type II Pipe manufactured from steel conforming to ASTM A569. External surface triple coated per ASTM F1234. Type II pipe shall demonstrate the ability to resist 1,000 hours of exposure to salt spray with a maximum of 5 percent red rust in a test conducted in accordance with ASTM B117.
 - 3. All coatings are to be applied inside and out after welding.
 - 4. Unless otherwise noted, Type II framework shall be provided.
 - 5. Pipe shall be straight, true to section and conform to the following weights:

Pipe Size Outside Diameter (O.D.)	Type I Weight (Lbs./Ft.)	Type II Weight (Lbs./Ft.)
1 5/8"	2.27	1.84
2"	2.72	2.28
2 1/2"	3.65	3.12
3"	5.79	4.64
3 1/2"	7.58	5.71
4"	9.11	6.56
6 5/8"	18.97	N/A

Table 2: Type I and Type II Steel Pipe Specifications

C. Fabric:

 Aluminized fabric shall be manufactured in accordance with ASTM A491 and coated before weaving with a minimum of 0.4 ounces of aluminum per square foot of surface area. The steel wire and coating shall conform to ASTM A817. Fabric shall be nine-gauge wire woven in a two-inch diamond mesh. The top selvage shall be twisted and barbed. The bottom selvage shall be knuckled.

- 2. Zinc-coated fabric shall be galvanized after weaving with a minimum of 1.2 ounces of zinc per square foot of surface area, and shall conform to ASTM A392, Class I. Fabric shall be nine-gauge wire woven in a two-inch diamond mesh. The top selvage shall be twisted and barbed. The bottom selvage shall be knuckled.
- D. Fence Posts:

Fence Posts Type I - II			
Fabric Height	Line Post O.D.	Terminal Post O.D.	
Under 6'	2"	2 1/2"	
6'-9'	2 1/2"	3"	
9'-12'	3"	4"	

E. Gate Posts:

Table 4: Gate Posts Specifications

Gate Posts Type II			
Single Gate Width	Double Gate Width	Post O.D. Type II	
Up to 6'	Up to 12'	3"	
7'-12'	13'-25'	4"	

- F. Rails and Braces: 1 5/8-inch outside diameter (O.D.)
- G. Gates: Frame assembly of two-inch O.D. pipe (Type I or Type II) with welded joints. Weld areas shall be repaired with zinc-rich coating applied per manufacturer's directions. The fence fabric shall match the fence posts, gateposts and gates. Gate accessories, hinges, latches, center stops, keepers and necessary hardware shall be of a quality required for industrial and commercial application. Latches shall permit padlocking. Respondent shall provide one padlock for each gate with three keys for each padlock. All padlocks shall be keyed alike.
- H. Installation:
 - 1. General Fence installation shall conform to ASTM F567, *Standard Practice for Installation of Chain-Link Fence.*
 - 2. Height Fence height shall be as indicated on contract drawings. If no height is indicated, the fence shall be seven-feet high, plus one foot for barbed wire.

- 3. Post Spacing Line posts shall be uniformly spaced between angle points at intervals not exceeding ten feet.
- 4. Bracing Gate and terminal posts shall be braced back to adjacent line posts with horizontal brace rails and diagonal truss rods.
- 5. Top Rail The top rail shall be installed through the line post loop caps, connecting sections with sleeves to form a continuous rail between terminal posts.
- 6. Fencing shall have a bottom rail instead of a tension wire.
- 7. Fabric The fabric shall be pulled taut with the bottom selvage two inches above grade. The fabric shall be fastened to the terminal posts with tension bars threaded through mesh and secured with tension bands at maximum 15-inch intervals. The fabric shall be tied to the line posts and top rails with tie wires spaced at a maximum of 12 inches on posts and 24 inches on rails. The fabric shall be attached to the bottom rail with top rings at maximum 24-inch intervals.
- 8. Barbed Wire Barbed wire shall be anchored to the terminal extension arms, pulled taut and firmly installed in the slots of the line post extension arms.
- 9. Valleys Should the fence cross a ditch or drainage swell, 3/8-inch diameter aluminum alloy rods shall be driven vertically 18 inches into the ground on four-inch centers, and woven through the fence fabric to provide security for these areas.
- 10. Vegetation stop and aggregate shall be applied to the entire compound area (the area inside the fencing) and six inches beyond the fencing. Vegetation stop shall be constructed with weed barrier geotextile and aggregate shall be applied three inches in depth and consist of American Association of State Highway and Transportation Officials (AASHTO) #10 coarse aggregate.

5. DISPATCH CONSOLES

5.1. GENERAL REQUIREMENTS AND FEATURES

- A. Respondents shall provide pricing for ten new state-of-the-art, IP-controlled consoles.
- B. Features of the console shall include the following at a minimum:
 - 1. Dispatch console equipment (operator positions) shall be designed to be placed on existing furniture and provide operators with an ergonomic design that permits ease of operation over extended periods, typically eight to 12 hours for each operator.
 - 2. Console positions shall be able to acoustically cross-mute channels to eliminate acoustic feedback between operators.
 - 3. The screen display shall be designed so that all dispatching functions shall be operable from one display.
 - 4. The screen display shall be very flexible, enabling authorized personnel to determine which functions are available at each operator position.
 - 5. New features and screen configurations shall be supported through software programming and not hardware reconfiguration.
 - 6. Capability to program, store, retrieve, and edit multiple custom operator screens and configurations for each operator position shall be provided.
 - 7. Operator screen configurations and alias database shall be stored locally or on a centrally located server.
 - 8. The dispatch console shall display an alias name on screen when a unit with a radio ID stored in the alias database is transmitting.
 - Operator positions shall have the ability to decrypt and encrypt secure voice communications. Channels shall have a distinctive icon if encryption is being used for that channel. All consoles shall be configured to provide end-to-end Advanced Encryption Standard (AES) encryption to personnel in the field.
 - 10. Encryption of the consoles will be provided over IP by the same device that remotely programs the field subscriber units. All encryption will be managed centrally by a single server with remote access and capabilities as described by the NMT section.
 - 11. Upon activation of an emergency alarm by field units, dispatch positions shall provide an audible alert, display calling unit ID, and a visual alert of an emergency activation.
 - 12. Operators shall have the ability to utilize a headset, foot pedal, or stationary goosenecktype microphone for transmitting audio.

- 13. The capability to converse on the telephone utilizing the same operator headset that is used for radio conversations shall be provided.
- 14. Instant recall shall be provided allowing the operator to review and verify his or her recent traffic. Playback shall be available at the operator position.
- 15. The current Gold Elite consoles dispatches the fire stations using paging. The new consoles will be required to keep that same functionality.

5.2. TRUNKED REQUIREMENTS

- A. Dispatch consoles shall be compatible with a proposed P25 trunked radio system. Dispatch consoles shall directly interface with single- and multisite trunked system controllers, and shall allow interoperability between trunked and non-trunked channels in the system.
- B. Dispatch consoles shall be able to monitor and transmit on all proposed trunked systems. Backward compatibility with the existing trunked system for ease of cutover is desired, but not required.
- C. Dispatch consoles shall be equipped with an instant transmit switch for each talkgroup displayed.
- D. In a trunked system with radio IDs, the push-to-talk (PTT) ID of the unit calling shall appear in addition to a call indicator. After the call is completed, the unit's PTT ID shall remain displayed until another call is received.
- E. To aid dispatchers in a busy system, a list of the last 15 radio IDs shall be available in a "recent calls" list.
- F. Dispatch equipment shall include an instant transmit switch for each conventional repeater channel and/or base station.
- G. On conventional resources capable of operating on multiple frequencies/modes, a control/indicator shall be provided to select the desired transmit frequency/mode (select channel). The select-channel function shall cause the associated channel to switch frequencies/modes. Once a channel has been selected, the operator shall be able to transmit on this channel by pressing the footswitch or transmit button.
- H. A transmit-audio-level meter shall be provided that indicates the level of transmitted voice. This meter also shall indicate the level of receive audio present on the selected channel.
- I. Operator positions shall have the ability to independently set each channel's volume level. Minimum audio levels shall be capable of being set to avoid missed calls.
- J. A control/indicator shall be provided to allow the operator to mute or unmute audio from unselected channels. Selected audio and unselected audio shall be audible from separate speakers.

- K. A control/indicator shall be provided that enables the operator to select multiple channels, which in turn gives the dispatcher the ability to broadcast to several channels at once.
- L. Operators shall have the ability to patch two or more conventional repeaters and/or base stations together so that users may communicate directly. Operator positions shall be equipped such that a minimum of eight simultaneous patches shall be available.
- M. To enhance dispatcher effectiveness in a PTT ID system, the various display modes available shall interact as follows:
 - 1. An operator shall have the capability of setting up (and subsequently knocking down) an emergency call from the dispatch console position.
 - 2. An option shall be provided to allow private communication between a dispatch console operator and a radio user. Once the operator is involved in a private call on a specific resource, the operator shall not receive audio from another radio attempting to call on that same resource.
 - 3. An option shall be provided that assigns priority to associated talkgroups. The dispatcher shall have the choice between normal preset priority and tactical priority, with tactical being the second-highest priority for a talkgroup in a system.
- N. In the cases of multi-talkgroup transmit or talkgroup patch, the use of more than one trunked repeater shall not be allowed; the talkgroups shall be merged onto a single repeater to conserve repeaters.
- O. It shall be possible to temporarily mute unselected talkgroups. The unselected audio will unmute automatically after a programmable preset time. Mute shall be 20 dB minimum.
- P. Dispatch consoles shall have the capability to patch together two or more talkgroups so that users may communicate directly.
- Q. If the dispatcher attempts to make a call on a trunked radio system connected to the dispatch consoles and all trunked channels are busy, visual and audible alerts will be initiated at the dispatch consoles.

5.3. CONVENTIONAL REQUIREMENTS

- A. Dispatch equipment shall include an instant transmit switch for each conventional repeater channel and/or base station.
- B. On conventional resources capable of operating on multiple frequencies/modes, a control/indicator shall be provided to select the desired transmit frequency/mode (select channel). The select-channel function shall cause the associated channel to switch frequencies/modes. Once a channel has been selected, the operator shall be able to transmit on this channel by pressing the footswitch or transmit button.

- C. A transmit-audio-level meter shall be provided that indicates the level of transmitted voice. This meter also shall indicate the level of receive audio present on the selected channel.
- D. Operator positions shall have the ability to independently set each channel's volume level. Minimum audio levels shall be capable of being set to avoid missed calls.
- E. A control/indicator shall be provided to allow the operator to mute or unmute audio from unselected channels. Selected audio and unselected audio shall be audible from separate speakers.
- F. A control/indicator shall be provided that enables the operator to select multiple channels, which in turn gives the dispatcher the ability to broadcast to several channels at once.
- G. Operators shall have the ability to patch two or more conventional repeaters and/or base stations together so that users may communicate directly. Operator positions shall be equipped such that a minimum of eight simultaneous patches shall be available.
- H. To aid dispatchers in a busy system, a list of the last 15 radio IDs shall be available in a "recent calls" list.

5.4. PAGING REQUIREMENTS

- A. Consoles shall support current signaling methods as well the proposed paging format. Additional features shall be described.
- B. The Respondent shall describe the following paging formats supported:
 - 1. Quick Call I
 - 2. Quick Call II
 - 3. Dual-tone multi-frequency (DTMF)
 - 4. MDC-1200 selective call
 - 5. Trunking call alert
 - 6. Post Office Code Standardization Advisory Group (POCSAG) 512/1200/2400 bits
- C. Preprogrammed pages and groups shall be created and modified using the console alias database program.
- D. A manual page feature shall be provided.
- E. A visible indication shall be given when each page ends.
- F. A list of standard pages shall be created to enable the operator to select or stack pages to be sent to multiple recipients.

- G. An instant page feature shall allow operators to send multiple pages with the single press of a button.
- H. Consoles shall be capable of transmitting at least three distinctive alert tones indicating to field units the priority or type of dispatch to follow.

5.5. SYSTEMS INTEGRATION

A. The dispatch console system shall support connections to both existing resources and conventional resources as determined by the County.

5.6. LOGGING RECORDER

- A. Respondent shall propose a logging recorder solution that will interface with the County's existing Eventide logger.
- B. The Logging recorder solution shall enable recording for each talkgroup used for primary dispatch and select tactical talkgroups, as well as selected receive audio and the operator's transmit audio for each dispatch position. The recorder shall support recording the maximum number of proposed simultaneous talk paths, plus audio from the ten console positions at the dispatch centers.
- C. The County desires a logging recorder link that will support a direct connection without requiring a conventional interface. The Respondent must include any required application program interface (API) associated with completing the connection. The Respondent shall identify within its proposal all replay requirements necessary to complete the interface.
- D. The County desires a turnkey solution that will not require any services to be separately procured through Eventide. The Respondent shall be responsible for the complete integration, and all costs must be accounted for in the proposal.

5.7. OPERATOR POSITION EQUIPMENT

- A. All equipment supplied for use by the dispatch operators shall be capable of withstanding the 24 hours a day, 7 days a week (24 x 7) environment of today's dispatch centers.
- B. All equipment supplied for use by the dispatch operators shall be integrated into the existing console furniture at the dispatch locations.
- C. Operator position display monitors will be, at a minimum, 19-inch liquid crystal display (LCD) or light-emitting diode (LED) screens, with resolution of 1920 x 1080 or better.
- D. Keyboards shall be a standard 101-key keyboard.
- E. Operator functions shall be executed by positioning a screen pointer (cursor) over the appropriate icon and pressing the mouse button, or by touching the monitor screen.

- F. A high-quality gooseneck-type microphone shall be provided for each operator position.
- G. Headset jacks shall be provided that enable the operator to hear select audio via a headset and allow the operator to respond via a microphone attached to the headset. The headset plug inserted into the jack shall automatically disconnect the console's microphone and mute the select speakers.
- H. Optional pricing for wireless headsets shall be provided by the Respondents.
- I. A heavy-duty footswitch shall be provided to allow the operator to key the selected channel hands-free.
- J. If PCs are supplied, they shall be capable of providing a graphical user interface (GUI), be capable of local-area network (LAN) client-server architecture for network access, and be capable of supporting multiple Microsoft[®] Windows-compliant applications.
- K. PCs supplied shall be based on present state-of-the-art PC technology.

5.8. COMMON ELECTRONICS EQUIPMENT

- A. The common electronics equipment shall contain all equipment necessary to route audio and control signals between the dispatch operator positions and the proposed P25 system.
- B. The common electronics equipment shall be capable of controlling the proposed P25 trunked or conventional system.
- C. The common electronics equipment shall be capable of controlling the channels required/proposed.
- D. The common electronics equipment shall not have a single point of failure. Redundant cards and power supplies shall be used when feasible.
- E. The common electronics equipment shall be connected to the radio system directly; RF control stations shall not be used as the primary connection to the radio system.
- F. The common electronics equipment shall be capable of receiving alarm information from distant communications sites and displaying this information on the dispatch screen.
- G. The common electronics equipment shall allow for a remote dispatch position. This remote dispatch position shall be connected via a LAN/WAN connection.
- H. In the event of a failure of the consoles, a backup method of communicating needs to be provided as a solution. Include the plan of features that are lost during backup operations.

6. WARRANTY, MAINTENANCE, AND SUPPORT

6.1. WARRANTY

- A. The proposed communications system shall have a warranty period of one year. The oneyear warranty period shall commence upon final acceptance.
- B. Respondent shall provide a single toll-free telephone number that answers 24 hours a day, 7 days a week, 365 days a year (24 x 7 x 365), for service requests and warranty claims.
- C. Respondent shall state in its proposal the name, address, and capabilities of the service station(s) providing warranty service.
- D. The following procedures shall be followed during the warranty period:
 - 1. Warranty maintenance shall be performed 24 hours a day with no additional charges for work on critical infrastructure outside of normal 8:00 a.m. to 5:00 p.m. business hours.
 - 2. The service facility shall provide prompt repair service, with service personnel arriving onsite within two hours after a service request by the County, and returning the system to service within four hours after a service request by the County.
 - 3. The County shall be provided with written documentation indicating the cause of the service outage, the resolution, and all post-repair testing procedures to ensure proper operation. In the event County-owned spares are used to complete the repair, the model and serial number of both the defective unit and the spare shall be noted in the documentation.
 - 4. For all equipment needing factory or depot repairs, a comprehensive tracking system shall be put in place by the Respondent to track units to and from the factory/depot.

6.2. MAINTENANCE

A. Respondent shall maintain and repair all systems, equipment, hardware and software throughout the implementation, migration and warranty periods. The County reserves the right to have technical staff onsite to witness, and if desired, assist in the maintenance and troubleshooting procedures. This does not relieve the Respondent from its warranty and maintenance responsibilities as defined in this specifications document.

6.2.1. General Requirements

- A. The approach to maintenance of this system shall be one of preventive maintenance.
- B. Comprehensive maintenance services shall be proposed for each system.
- C. Maintenance plans should be based on the quantities of equipment included in the proposed system. Plans shall include yearly pricing for years two through 15

following system acceptance (year one is provided under warranty). Pricing shall be broken out according to each of the services defined below. These plans shall include:

- 1. Fixed equipment onsite service
 - a. Two-hour response time, four-hour restoration time
- 2. Fixed equipment mail-in board repair
 - a. Emergency response next day
- 3. All fixed equipment maintenance plans shall provide 24-hour system support so that users can dial one toll-free number to report problems and/or receive technical support.
- 4. Respondent's staff will dispatch the proper technician in the prescribed response time to resolve the problem, if Respondent is unable to resolve the problem through telephone consultation.
- 5. Maintenance plans shall include a semiannual preventive-maintenance check to include a retune of all RF components, including base stations, subscriber radios, and microwave radios. The retune should restore components to the manufacturer specifications.
- 6. Maintenance plans shall include 24 x 7 system monitoring and dispatch services.
- 7. Maintenance plans shall include the regular update of antivirus software on all servers and workstations.

6.2.2. Maintenance Standards

- A. Replacement parts used in repairs shall be equal in quality and ratings to the original parts.
- B. Equipment shall be maintained in a clean condition. Oil, dust and other foreign substances shall be removed on a routine basis.
- C. Equipment and system performance shall be maintained at the level initially described in these equipment and systems specifications. The service organization shall maintain records to confirm this has been done at intervals defined by the County.
- D. Respondent shall provide only factory-trained and -authorized maintenance personnel.
- E. If fixed equipment or a fixed equipment module fails more than twice during the acceptance test or twice during the first year, the Respondent shall meet with the

County to discuss and explain such failures. If, in the opinion of the County, these failures indicate that the equipment is potentially prone to continuing failures, the Respondent shall replace it at no cost to the County.

F. Automatic system alerts generated via email or short message service (SMS) and sent to maintenance personnel that indicate system impairment shall constitute an actionable event requiring technician response.

6.3. PARTS AVAILABILITY

- A. From the date of final acceptance to the seventh anniversary of the date of final acceptance, the Respondent shall maintain replacement parts for all delivered equipment.
- B. In the event that the Respondent plans to discontinue stocking any part required for maintenance after the seventh anniversary of final acceptance, the Respondent shall send written notice to the County 24 months prior to the date of discontinuance, to allow for last-time buys and replenishment.
- C. In the event the Respondent plans to discontinue manufacturing any part required for maintenance, the Respondent shall notify the County within one week following the publication of the cancellation notice. The manufacturer shall sufficiently stock the parts to be made available to the County for a minimum period of five years following cancellation.
- D. All parts ordered on a priority basis shall be delivered within 24 hours after placing an order. Respondent shall provide year-round, 24-hour ordering facilities via telephone, internet, email and fax service.

6.4. SPARE EQUIPMENT

- A. Respondent shall propose to the County recommended spare parts for the system, subsystems and individual equipment.
- B. The list of spare parts shall include the following, at a minimum:
 - 1. Any vendor-identified field-replaceable units (FRUs).
 - 2. Any infrastructure component that does not have FRUs that can cause a critical failure if it were to fail. Examples could include base station antennas and other non-modular components.
 - 3. Power supplies.
 - 4. Spares for less-critical items.
- C. The list shall include items that will rapidly and completely restore all critical system functionality with the least amount of effort, e.g., board replacement instead of troubleshooting to the component level when a critical unit has failed.

- D. The quantities of spares in the list shall be appropriately sized to accommodate equipment quantities in the system.
- E. The list shall define the primary equipment category each spare kit supports, e.g., transceiver board for a repeater, interface board for a console, etc.
- F. The system engineering design documentation shall include a narrative on the Respondent's ability to replace failed units from stock, as well as the process and timing to repair, replace and return failed units delivered for repair.
- G. System engineering design documentation also shall include the lifecycle of equipment, parts and other maintenance support for the system.
- H. Spares shall be included in any system update to keep them current.

6.5. LIFECYCLE COST – OPTION

- A. As an option, the Respondent shall propose an extended warranty for additional years beyond the initial warranty, renewable on an annual basis. Pricing shall be provided for the terms of five years, ten years, and 15 years.
- B. As an option, the Respondent shall propose a complete hardware and software maintenance package that provides a complete cost of ownership for the system(s) being offered to the County. The package should include system maintenance, software updates, system release updates, and hardware updates for those components that reach end of life (EOL) within the support period. Costs associated with the cost of ownership should be provided for the terms of five years, ten years, and 15 years.
- C. Respondent shall fully describe the terms and conditions of the extended maintenance plan in its proposal.
- D. Respondent shall fully describe the terms and conditions of the extended maintenance plan in its proposal if the customer does not keep current with the proposal
- E. Respondent should describe the roadmap for integration with the nationwide broadband communications network for first responders being implemented by the First Responder Network Authority (FirstNet) in their response.
- F. Fayette County desires to have all maintenance, repair, and updates of all components covered by the proposed maintenance plan.

7. SYSTEM IMPLEMENTATION, TEST AND ACCEPTANCE

7.1. GENERAL

- A. Respondent shall attend biweekly project and construction meetings as deemed necessary by the County prior to and during installation. Additional meetings may be scheduled at the discretion of the County.
- B. If any changes in the overall timeline occur, the Respondent shall update the project schedule for discussion during these project meetings.
- C. Respondent shall provide written minutes of all meetings no later than five business days after the meeting.

7.2. CUTOVER PLAN

- A. Respondent shall be responsible for planning and coordinating the implementation of all equipment, subsystems and the overall system.
- B. Execution of the cutover plan shall ensure that new systems are brought online with minimum interruption to all existing systems and communications.
- C. During final design, Respondent shall deliver a preliminary cutover plan describing how the radio system will be phased into a fully operational system.
 - 1. Respondent shall successfully complete all tests and training prior to the actual cutover of systems.
 - 2. Respondent shall provide the necessary labor to cutover from existing systems to the proposed system.
 - 3. The plan shall include the schedule and procedures associated with the transition of each operational user group. The plan shall specifically address how the existing users will begin using the new system with minimal operational impact.
 - 4. The plan shall provide detailed component or subsystem cutover plans, and specifically delineate between systems that affect and do not affect ongoing operations.
 - 5. The plan shall include contingencies.
 - 6. The County reserves the right to approve and change the cutover plan as it relates to any or all system components.

7.3. STAGING

A. Each individual assembly or equipment unit shall undergo factory testing prior to shipment.

- B. Standard factory test documentation, documenting the tests performed and indicating successful completion of testing, shall be submitted to the County.
- C. System Staging:
 - The complete system shall be staged and tested at the factory, in the United States, to the greatest extent practical. The intent of the staging tests is to demonstrate to the County that the system is ready for shipment and installation. The selected Respondent shall provide travel expense coverage for three County personnel and two engineer/consultants to participate in the staging acceptance test plan (SATP).
 - 2. The selected respondent shall provide all necessary technical personnel and test equipment to conduct staging tests. All deviations, anomalies and test failures shall be resolved at the selected Respondent's expense.
 - 3. The selected respondent shall use an approved SATP. It is expected that a preliminary SATP has been performed and all tests have been successful before the County witnesses the official SATP. The SATP shall be signed and dated by the selected Respondent and County representatives and engineers/consultants following completion of all tests. All tests in the SATP shall be marked as either pass, fail, or pass qualify.
 - 4. Failed tests shall be documented, corrected and retested. All defective components shall be replaced and retested. Defective components that cannot be corrected shall be replaced at the expense of the selected Respondent.
 - 5. Retest of individual failed SATP tests or the entire plan shall be at the County's discretion.
 - 6. The fully executed and completed SATP document shall be provided to the County.
 - 7. Major subsystems, such as the microwave system, may be tested at a different facility, at a different time, from the radio system. However, all of the items identified above shall apply if the subsystems are staged at different locations and times.

7.4. SYSTEM INSTALLATION

- A. Installation shall include a complete, tested system to include placement of associated cabling, appropriate system layout, and terminal connections. Respondent shall provide associated power supplies and any other hardware, adapters and/or connections to deliver a complete operable system to the County at the time of acceptance.
- B. All installations shall be performed by factory-authorized or Respondent-affiliated service shops. Other shops or installers may be used upon mutual agreement between the County and Respondent. Qualified, adequately trained personnel familiar with this type of work shall perform all installations. Respondent shall provide the names of the service shops, their qualifications, a description of their certified training on the proposed system, a summary of their experience and a list of five references (minimum) for each proposed shop.

- C. Prior to the start of the system installation, the Respondent shall participate in a mandatory project site survey with the County or County's representative to confirm actual equipment location within each space. At that time, the exact equipment locations shall be determined and documented by the Respondent.
- D. Respondent shall coordinate with others, as appropriate, to confirm that any preparation work that affects the installation of the base station equipment, such as tower work, coring, bracing, conduit, electrical, etc., is complete before final inspection.
- E. Respondent shall provide and pay for all materials necessary for the execution and completion of all work. Unless otherwise specified, all materials incorporated into the permanent work shall be new and shall meet the requirements of this specifications document. All materials furnished and work completed shall be subject to inspection by the County or the County's representative.
- F. Equipment supplied as spare equipment shall not be used for installation of the proposed system. All spare equipment shall be supplied in an unused condition.
- G. All equipment and devices shall be cleaned internally and externally, and all damaged finishes shall be repaired.
- H. Worksites shall be left neat and be broom swept upon completion of work each day. All shelter floors will be cleaned thoroughly and all scuff marks and abrasions shall be removed prior to acceptance. All trash shall be removed weekly.
- I. Inspection:
 - The County shall conduct an inspection of the installations upon substantial completion. Any deficiencies shall be documented on a single punch list and provided to the Respondent for resolution.
 - 2. Final acceptance testing shall not commence until all punch-list items are resolved.

7.5. COVERAGE TESTING

- A. Respondent shall submit a preliminary coverage acceptance test plan (CATP) with the proposal. The final CATP shall be submitted during the final design stage of the project.
- B. CATP:
 - 1. The CATP shall be consistent with the procedures and guidelines outlined in TIA TSB-88, latest revision.
 - 2. Retries only will be allowed if there is a proven equipment failure.
 - 3. Coverage testing shall commence only after the radio system is fully tested and aligned. Changes to the system by the vendor to improve coverage shall require retesting of coverage at the County's discretion, and at no cost to the County.

- 4. Respondent shall perform two types of coverage testing. Each type of test will include an inbound test and an outbound test. Both types of testing shall be complementary and serve to fully verify that coverage requirements are met both technically and operationally.
 - a. Automated objective mobile drive testing
 - b. Non-automated subjective DAQ testing (intelligibility testing)
- 5. Test Configurations:
 - a. Testing configurations for the objective and subjective testing shall represent typical operating configurations to the greatest extent possible, using portable and mobile radio equipment to be used with the system.
 - b. Automated Objective Mobile Drive Testing:
 - i. Respondent shall test both the signal level and bit error rate (BER), as applicable, at a statistically significant number of test locations throughout the county utilizing automated test equipment.
 - ii. Both outbound (talk-out) and inbound (talk-in) BER testing shall be conducted.
 - iii. The County requires BER testing conducted at a failure rate of two percent for frequency division multiple access (FDMA) and 2.4 percent for time division multiple access (TDMA).
 - iv. For testing purposes, the county shall be divided into 1/4-square-mile bins (1/2 mile by 1/2 mile). Respondent or its subcontractor(s) may subdivide grids if necessary.
 - Respondent shall complete the "estimate of proportions" test identified in TSB88 to validate that 1/2 mile by 1/2 mile grids yield a sufficient number of test points to achieve statistical significance, accounting for inaccessible grids. If there is an insufficient number of grids, then smaller grid sizes shall be proposed.
 - vi. Inaccessible grids shall not count as either a pass or fail in the statistical analysis.
 - vii. Respondent shall not be allowed to retest any failed grids without authorization from the County.
 - viii. Respondent shall develop a link budget to ensure that the receiver utilized in the automated drive testing receives the equivalent signal strength of the specified coverage configuration (i.e., portable radio worn at hip level).
 Respondent shall utilize attenuators to properly account for gains and losses of the testing setup, plus any required in-building losses.
 - ix. All test equipment must be calibrated prior to testing, and signal losses through each component must be tested.
 - x. Respondent shall provide an NMO adaptor to test signal losses through the testing antenna port and cable.

- c. Non-Automated Subjective DAQ Testing:
 - i. Non-automated subjective DAQ coverage testing shall be conducted using typical portable radios supplied with the system.
 - ii. Talk-out and talk-in performance shall be documented.
 - iii. Respondent shall provide a standardized test form for testing.
- d. Respondent shall guarantee coverage for both subjective and objective drive testing at the levels specified.
- e. Both the objective and subjective tests must independently yield a ratio of passing grids to total grids tested that is greater than the mandated coverage percentages.

7.6. 30-DAY OPERATIONAL TEST

- A. Respondent shall perform a 30-calendar-day operational test of the system to ensure that all hardware and software defects have been corrected prior to entering final proof-of-performance testing. The fully integrated operation of the system, including all individual subsystems, shall be demonstrated during these tests. The tests shall be designed to demonstrate the reliability, long-term stability and maintainability of the systems. A failure of any critical component of the system during this test will cause the test to restart after the repair is completed. Respondent and the County shall agree on what constitutes a critical failure prior to commencing this test.
- B. Respondent shall provide a 30-day operational test plan during the preliminary design phase.

7.7. TRAINING

- A. The selected Respondent shall develop and conduct training programs to allow personnel to become knowledgeable with the system, subsystems, and individual equipment.
- B. The selected Respondent shall provide complete and comprehensive system management training for up to three staff charged with managing the system. This training shall include the following, at a minimum:
 - 1. System theory of operation
 - 2. Monitoring and managing the system's performance (system manager level)
 - 3. System monitoring techniques
 - 4. Writing and printing system reports
- C. The selected Respondent shall provide complete and comprehensive operational training for up to 20 user-agency dispatchers on the provided dispatch console systems. This training shall include the following, at a minimum:
 - 1. Setup and use of all functional elements and features included in the consoles

- 2. All GUI elements, manipulation, function, and use
- 3. Patching and multiple talkgroup operation
- 4. Use of headsets, microphones, speakers, and mouse controls
- D. The selected Respondent shall provide operator train the trainer for up to 50 end-user personnel on the proper operation and care of assigned mobile and portable radio equipment. This training shall include the following, at a minimum:
 - 1. Proper microphone technique
 - 2. Button, knob, and keypad functionality as programmed for that agency
 - 3. Proper battery maintenance
 - 4. Screen icon interpretation and meaning
- E. Respondent shall fully describe all proposed training programs detailing how the Respondent intends to provide training. The training description shall include the following:
 - 1. A list of all subjects with a description of each
 - 2. Class materials to be provided by the Respondent
 - 3. Number of classes
 - 4. Class duration
 - 5. Need for recurring training
 - 6. Class size
 - 7. Class cost
- F. All operator training shall be conducted at "to be determined" locations within Fayette County. System management training shall be provided on the Fayette County system where practical. Technical training requiring lab and live system training may be scheduled at the selected Respondent's training facility. The selected Respondent shall coordinate with the County regarding the number of attendees and schedule at least one month prior to the first scheduled class.
- G. Classes shall be scheduled as near to system cutover as possible. Respondent shall work with the County to develop the schedule.

- H. Respondent shall train County employees or designated individuals. A train-the-trainer approach is best and will be used to train other users.
- I. Respondent shall provide all instructional materials, including printed manuals, audiovisual presentations, interactive self-paced PC programs, and complete equipment operating instructions for all technical and operational training classes.
 - 1. Actual and/or exact model and series of equipment being delivered shall be made available for hands-on use and operation during training.
 - 2. All instructional materials shall be subject to the approval of the County and shall become property of the County.
 - 3. Additional training courseware and related media to be used in future academy training and refresher training shall be provided in a reproducible format with no limitation on the number of copies to be reproduced for training use. At least one hard copy and an electronic copy (on CD or USB stick) of all materials shall be provided.

7.8. FINAL ACCEPTANCE TESTING

A. Prior to final acceptance testing, Respondent shall verify and document that all equipment, hardware and software are upgraded to the latest factory revision including subscriber units. Multiple revision levels among similar equipment are not acceptable. An FATP may not proceed without an agreed-upon final acceptance plan. This plan will be submitted to the County at least 45 days before testing. No testing may begin without County approval of the plan. The County shall be given two weeks written notice that the system is ready for final acceptance testing.

B. FATP:

- Respondent shall use the completed and approved FATP. It is expected that a
 preliminary FATP has been performed and all tests have been successful before the
 County witnesses the official FATP. The FATP shall be signed and dated by Respondent
 and County representatives following completion of all tests. All tests in the FATP shall
 be marked as either pass, fail, or pass qualify.
- 2. Respondent shall provide all necessary technical personnel and test equipment to conduct FATP tests. All deviations, anomalies, and test failures shall be resolved at the Respondent's expense.
- 3. Failed tests shall be documented, corrected and retested. All defective components shall be replaced and retested. Defective components that cannot be corrected shall be replaced at the Respondent's expense.
- 4. Retest of individual failed FATP tests or the entire plan shall be at the County's discretion.

5. The fully executed and completed FATP document shall be provided to the County.

7.9. AS-BUILT DOCUMENTATION

- A. At the completion of the installation phase, Respondent shall provide complete as-built documentation as outlined below:
 - 1. Equipment provided
 - 2. Plan and elevation drawings of all equipment, including antennas on towers
 - 3. Cabling and terminations
 - 4. Block and system-level diagrams
 - 5. Programming
 - 6. Setup and alignment information
 - 7. Successfully completed, signed and dated SATP

7.10. SYSTEM ACCEPTANCE

- A. The County shall deem the system ready for final acceptance following successful completion and approval of the following:
 - 1. Final design submittals
 - 2. SATP
 - 3. System installation
 - 4. Final inspection and punch-list resolution
 - 5. As-built documentation
 - 6. FATP, including CATP
 - 7. 30-day operational test completion
 - 8. Training

8. SUBSCRIBER EQUIPMENT

8.1. OVERVIEW

- A. Subscriber equipment includes all non-fixed user equipment, such as:
 - 1. Approximately 925 portable radios
 - 2. Approximately 822 mobile radios
 - 3. Control stations (Provide pricing on a unit basis. Quantity will be determined during the system design process)
- B. Subscriber radio proposals submitted in response to this solicitation must permit direct purchasing by any municipality, local government or public safety entity on the Fayette County system, at the discounted pricing levels provided.
- C. Respondents shall provide unit pricing for all user subscriber equipment and accessories. Pricing information shall be provided for the full range of installation configurations offered by the Respondent, with the specific installation costs for each.
- D. Respondent shall provide an LMR-over-cellular network solution as an option to the County. Pricing shall include all needed equipment, labor, project management and licensing for the proposed solution. A minimum of 100 user licenses is sought, with pricing for additional blocks of licenses.

8.2. GENERAL REQUIREMENTS

- A. All subscriber equipment shall be of high quality and intended to provide high reliability under heavy use in severe environments. Equipment shall be type-accepted by the FCC in accordance with the Commission's Part 90 Rules and Regulations.
- B. All subscriber equipment shall meet MIL-STD-810 C, D, E, and F.
- C. All subscriber equipment shall be software programmable over the system and Wi-Fi.
- D. All subscriber equipment shall support the following operating modes:
 - 1. Conventional analog frequency modulation (FM) network
 - 2. Conventional analog FM off-network (talkaround)
 - 3. Conventional P25 Phase I network
 - 4. Conventional P25 Phase I off-network (talkaround)
 - 5. Trunked P25 Phase II network

- E. All equipment shall be programmed for operation on the proposed system that will be procured through this RFP.
- F. Respondents shall propose a comprehensive subscriber maintenance program that includes provisions for subscriber repair and preventive maintenance on annual and biannual schedules.

8.2.1. Portable Radios

- A. Respondents shall provide pricing for portable radios in the Proposal Pricing Forms (Appendix B). All portables shall be included under Model 2 (see description below) for the purposes of the proposal; however, unit pricing shall be included for the other models, as well as all available feature sets; the municipality, local government or public safety entity will select the desired model and feature(s).
- B. Respondents shall include unit programming.
- C. As an option, Respondent shall propose radios certified as intrinsically safe.
- D. Respondents shall provide the highest-tier product available, highly reliable and intended for mission-critical operations. Pricing shall be provided for a minimum of three models:
 - 1. Model 1: Basic model, typically identified with no keypad or display
 - 2. Model 2: Mid-range model, typically identified with limited keypad and display
 - 3. Model 3: Advanced model, typically identified with full keypad and display
- E. Features:
 - 1. Full compliance with P25 features and operation
 - 2. PTT button
 - 3. Top-mounted on/off volume knob
 - 4. Talkgroup/channel selector
 - 5. Emergency button, protected from inadvertent activation
 - 6. Alphanumeric display (on applicable models), minimum of eight characters
 - 7. Transmit indicator
 - 8. OTAP and associated fixed equipment

- a. Fixed equipment to enable 5,000 units will be quoted as a part of the NMT section of the RFP.
- b. All radios will be required to be programmed over the air and via Wi-Fi.
- 9. OTAR and associated fixed equipment
 - a. The fixed equipment should be enabled to allow 2,000 radios and will be quoted as a part of the NMT section of the RFP.
 - b. The subscriber will be quoted on a per unit basis at the County's discretion.
- 10. Subscriber radio GPS and associated fixed equipment to show location at each NMT location will be quoted as a part of the NMT section of the RFP.
- F. Battery:
 - 1. Respondents shall include pricing for one battery sized to support a 12-hour shift, and one single unit battery charger for each portable radio.
 - 2. Respondents shall propose batteries certified as intrinsically safe as an option.
 - 3. Batteries shall provide a minimum operational use of eight hours based on a 5-5-90 duty cycle.
 - 4. Recharge time to full capacity shall not exceed one hour.
 - 5. Lithium-ion batteries are required.
 - 6. Respondents shall provide detailed specifications for all batteries proposed, including the following, at a minimum:
 - a. Battery life
 - b. Total battery lifecycle expectancy
 - c. Recharge time
 - d. Dimensions
 - e. Weight
 - f. Warranty
- G. Accessories: OPTIONAL pricing for all accessories, including the following, at a minimum:
 - 1. AES encryption
 - 2. Data cables
 - 3. Battery chargers

- a. Single-bay battery charger
- b. Multiple-bay battery charger
- c. Vehicular charger
- 4. Alternate antennas
- 5. Remote speaker microphone
- 6. Remote speaker microphone with antenna
- 7. Wireless remote speaker microphone
- 8. Large/rugged remote speaker microphone for high-noise environments
- 9. Headset
 - a. Wired
 - b. Wireless/Bluetooth
- 10. Carrying cases/belt clips
- H. Respondents shall provide detailed equipment specifications for all proposed portables and accessories, including the following information:
 - 1. Radio dimensions
 - 2. Radio weight with battery
 - 3. Antenna type
 - 4. Frequency channel capacity
 - 5. General features, transmit/receive parameters, and mechanical specifications
- I. Multiband portable radios:
 - 1. As an option, Respondent shall provide multiband portable radios capable of operating in the following frequency bands:
 - a. VHF: 136–174 MHz
 - b. UHF: 380-520 MHz
 - c. 700/800 MHz: 762-870 MHz
 - 2. Respondents shall provide detailed specifications for radios and all accessories.

8.2.2. Mobile Radios/Control Stations

- A. Respondent shall provide pricing for mobile radios and control stations in the Proposal Pricing Forms (Appendix B). All mobile radios and control stations shall be included as dash-mount Model 2 (mid-tier) for the purposes of the proposal; however, unit pricing shall be included for remote mounts, as well as all available configurations and feature sets.
- B. Pricing shall include installation and programming.
- C. Respondents shall provide pricing for a minimum of three tiers with the base proposal cost at the mid-tier.
- D. Mobile radios shall be supplied complete with microphone, external speaker, cables, fusing, mounting hardware, coaxial cable and antennas to provide for a complete installation.
- E. Control station radios shall be supplied complete with desk microphone, speaker, cables, coaxial cable and omnidirectional antennas to provide for a complete installation.
- F. OPTIONAL Control station configurations shall be offered with both a deskset consolette setup with built-in power supply, and as a mobile radio with a DC power supply.
- G. Respondents shall provide pricing for dash-mounted units and remote-mounted units.
- H. Features:
 - 1. Full compliance with P25 features and operation
 - 2. Remote speaker microphones
 - 3. Front-mounted on/off volume knob
 - 4. Talkgroup/channel selector
 - 5. Emergency button, protected from inadvertent activation
 - 6. Alphanumeric display
 - 7. Transmit indicator
 - 8. Dash- and remote-mount configurations
 - 9. OTAP and associated fixed equipment
 - 10. OTAR and associated fixed equipment

- 11. Subscriber radio GPS and associated fixed equipment
- 12. Control station combiners for configurations supporting 4/8/12/16/32 ports
- I. Accessories: Respondents shall provide OPTIONAL pricing for all accessories and detailed pricing for the fixed equipment hardware, software, licenses, services, and training, including the following, at a minimum:
 - 1. AES encryption on the subscribers
 - 2. OTAR encryption as fixed equipment
 - 3. OTAP in the subscriber units
 - 4. OTAP as fixed equipment
 - 5. Cables:
 - a. Data cables
 - b. Extension cables
 - c. Adapters
 - d. Power cables
 - 6. Antennas
 - 7. External speakers
 - 8. Public address kits
 - 9. Remote speaker microphones
 - 10. Desktop microphone (control stations only)
 - 11. GPS functionality and associated fixed network hardware
 - 12. Mobile data interface
- J. Respondents shall provide detailed equipment specifications for all proposed mobiles and accessories, including the following information:
 - 1. Radio dimensions
 - 2. Radio weight with battery
 - 3. Antenna type
 - 4. Frequency channel capacity

- 5. General features, transmit/receive parameters, and mechanical specifications
- K. Multiband mobile radios:
 - 1. As an option, Respondent shall provide multiband mobile radios capable of operating in the following frequency bands:
 - a. VHF: 136 174 MHz
 - b. UHF: 380 520 MHz
 - c. 700/800 MHz: 762 870 MHz
 - 2. Respondents shall provide detailed specifications for radios and all accessories.

8.2.3. Fleet Mapping

- A. Respondent shall develop the actual fleet map with input and direction from the County. The fleet map shall contain at a minimum:
 - 1. Talkgroup ID
 - 2. Agency
 - 3. Emergency actions
 - 4. Encryption capability
 - 5. Roaming capability
 - 6. Priority
 - 7. Scan
- B. Respondent also shall develop subscriber unit programming templates. These templates shall have the basic features and functions defined for a particular subscriber unit and user type. Templates shall be developed on a per-agency basis.
- C. Once the fleet map and templates are approved and completed, the Respondent shall use these for installation of subscriber units and for further configuration of the system. Respondent shall submit these with the final as-built documentation

8.3. SUBSCRIBER WARRANTY AND MAINTENANCE

8.3.1. Subscriber Warranty

A. Respondents shall offer a subscriber radio warranty that commences on final acceptance of the County's P25 system or upon delivery of the radios, whichever is later; any subsequent purchases shall include warranty periods of at least one year that co-terminate with the

warranty or maintenance periods of any previously purchased radios, unless otherwise agreed by the purchasing entity. The warranty shall include the repair of any radio that fails due to manufacturer defects within the warranty period, at no additional cost to the owning agency.

8.3.2. Subscriber Maintenance

- A. Respondents shall offer subscriber maintenance plans on a recurring fee structure to provide added services and coverage beyond the initial warranty period. Respondents shall provide pricing in the Proposal Pricing Forms (Appendix B) for the following subscriber maintenance packages:
 - 1. Extended warranty beyond the initial warranty period for failures that occur due to manufacturer defects or normal wear and tear
 - 2. Preventive maintenance plan to restore the radios to the manufacturer's specifications at the following recurring intervals:
 - a. One year
 - b. Two years
 - Accidental damage replacement plan to cover the repair or replacement of radios that have failed due to accidental damage, at no additional cost to the owning agency
- B. Respondents shall offer subscriber maintenance pricing on a per-request fee structure to provide added services and coverage beyond the initial warranty period. Respondents shall provide pricing in the Proposal Pricing Forms (Appendix B) for the following subscriber maintenance services:
 - 1. Factory repair of a radio that has failed due to manufacturer defects or normal wear and tear
 - 2. Preventive maintenance to restore the radios to the manufacturer's specifications
 - 3. Factory repair of a radio that has failed due to accidental damage
 - 4. Programming of a radio to update the radio's programming parameters
 - 5. Programming of a radio to update the radio's firmware (firmware purchased separately)

9. COUNTY TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

- 1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
- 2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

- 3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request for Proposals (RFP) number, which is 1428-P, and
 - c. The "reference" which identifies the proposal, which is "Public Safety Radio System".

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original proposal, signed in ink by a company official authorized to make a legal and binding offer, and nine (9) additional hard copies with nine (9) electronic copies on flash drives to:

Fayette County Government Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214

Attention: Contracts Administrator

- 4. **Timely Receipt**: Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
- 5. **Open Offer**: The offer, once submitted and opened, shall remain open for acceptance for a period of at least six months from the date of the opening unless this time-frame is specifically excepted to in your offer.
- 6. Corrections or Withdrawals: The offeror may correct a mistake, or withdraw a proposal before

the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

- 7. Trade Secrets Confidentiality: If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
- 8. **Site Conditions**: Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
- 9. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

10. Evaluation of Offers: The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.

- 11. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
- 12. Ability To Perform: The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
- 13. **Notice to Proceed**: The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
- 14. **Payment Milestones and Timing**: Payments shall be made based on the successful offeror meeting specific milestones, unless otherwise agreed by both parties and included in the resulting contract. The following payment terms are for a prime vendor turn-key solution. If separate contracts are awarded for selected project elements, payment milestones will be adjusted accordingly.

Contract Execution (Effective Date)	10%
Design Review	5%
Tower Remediation Complete	5%
Civil Work Completed	10%
Microwave Installation Completed	5%
Staging Completion	20%
Completion of FNE Install	20%
CATP Satisfactorily Completed	10%
Final Project Acceptance	15%

Payments will be considered on-time if payment is made within thirty (30) days from the date of receipt of an invoice, or the date a correct invoice is received, whichever is the later date.

- 15. **Unavailability of Funds**: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
- 16. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 17. **Indemnification**: The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.

- 18. **Non-Assignment**: Assignment of any contract resulting from this request for proposal will not be authorized.
- 19. **Insurance**: The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance**: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance**: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - Worker's Compensation: Workers Compensation as required by Georgia statute.
 - Professional Liability (Errors and Omissions) Insurance: \$2,000,000 limit per claim and aggregate.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214

- 20. **Bid Bond**: You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 21. Performance and Payment Bonds: Prior to execution of a contract, the successful responder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 22. **Termination for Cause**: The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.

- 23. **Termination for Convenience**: The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
- 24. **Force Majeure**: Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
- 25. **Governing Law**: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County

GLOSSARY OF TERMS AND ACRONYMS

AASHTO	American Association of State Highway and Transportation Officials
AC	Alternating current
agency	Term that applies generically to any local, state, federal entity or organization, such as: a department, division, city/town, or bureau. Includes: government, quasi-government and private groups
ANSI	American National Standards Institute
APCO	Association of Public-Safety Communications Officials International
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
ATPC	Automatic transmit power control
ATS	Automatic transfer switch
AWG	American wire gauge
backhaul	The transporting of radio communications traffic between distributed sites (typically access points) and more centralized points of presence.
bandwidth	The capacity of a channel to carry signals. The amount of spectrum required to transmit a signal without distortion or loss of information
BER	Bit error rate – A measure of the number of errors in received transmissions when compared to the original transmission, frequently expressed as a percentage
bit	Binary digit
BTU	British thermal unit
CAI	Common air interface
CATP	Coverage acceptance test plan
С	Celsius
CFR	Code of Federal Regulations
channel	The route through which a message is sent. A connection between initiating and terminating nodes of a circuit. A single path provided by a transmission medium via an electrical separation, such as by frequency or frequency pairs

communications	Information transfer among or between users. In public safety communications, the ability of public safety agencies to talk across agencies
connectivity	The complete path between two terminals
conventional	A radio system with dedicated, single-purpose channels (can be shared between several users with different operational needs; <i>e.g.</i> , fire and police). A user must select the specific channel to be used
coverage	The geographic area included within the range of a wireless radio system.
CPC	Channel performance criterion
CSI	Construction Specifications Institute
CSSI	Console subsystem interface
DAQ	Delivered audio quality
dB	Decibel
dBm	Decibel referenced to one milliwatt. (zero dBm)
DC	Direct current
digital	Radio transmission method that replaces analog systems and transmits its signal in binary 1s and 0s the same as a computer. One major difference is that digital signals do not degrade gradually the way analog signals do as the distance between the transmitter and receiver increases
DS-0	A basic digital signaling rate of 64 kilobits per second (kbps), corresponding to the capacity of one voice-frequency-equivalent channel. The DS-0 rate, and its equivalents E-0 and J-0, form the basis for the digital multiplex transmission hierarchy in telecommunications systems used in North America.
DS-1	Digital Signal, Level 1
DTMF	Dual-tone multi-frequency
EIA	Electronic Industries Alliance
EMI	Electromagnetic interference
encryption	The reversible transformation of data from the original (plain text) format to a difficult-to-interpret format as a mechanism for protecting its confidentiality, integrity and sometimes its authenticity. Encryption uses an encryption algorithm and one or more encryption keys.
ERP	Effective radiated power

F	Fahrenheit
FAA	Federal Aviation Administration
FATP	Final acceptance test plan
FCC	Federal Communications Commission
FDMA	Frequency division multiple access
first responders	The first professionals called to an incident or emergency that provides immediate support services during prevention, response, and recovery operations
FM	Frequency Modulation – A signal transmission with constant signal strength, where the center frequency varies in proportion to the voice being transmitted. FM signals are not susceptible to most interference sources. Radio systems operating on FM are being replaced by digital systems
frequency	The number of cycles or events of a periodic process in a unit of time
frequency bands	The spectrum of transmission space where mobile radio systems operate in the United States. They are (from low to high):
	High HF 25-29.99 MHz Low VHF 30-50 MHz High VHF 150-174 MHz Low UHF 450-470 MHz UHF TV Sharing 470-512 MHz 700 MHz 764-776 & 7940806 MHz 800 MHz 806-869 MHz 2.4 GHz 4.9 GHz
FRU	Field replaceable unit
gateway	A device that can transparently interconnect radio audio paths so that agencies can patch into each other's radio channels in real time. This can be done at the baseband level or using IP. A gateway provides interconnection between two networks with different communications protocols
GFI	Ground fault interrupter
GHz	Gigahertz (1 billion hertz)
GoS	Grade of service
GPS	Global Positioning System – A U.S. satellite system that lets persons or systems determine their position with extreme accuracy using GPS receivers

GUI	Graphical user interface
HVAC	Heating/ventilation/air conditioning
Hz	Hertz (same as cycles per second)
ID	Identification
IEEE	Institute of Electrical and Electronic Engineers
infrastructure	Dedicated telecommunications networks; the hardware and software needed to complete and maintain a public safety communications system
interference	Extraneous energy, from natural or man-made sources, that impedes the reception of desired RF signals
interoperability	The ability of diverse systems and organizations to work together (interoperate). In public safety, the ability of personnel to exchange voice and data communications with staff from other agencies, on demand and in real time
intranet	A private computer network that uses Internet technologies to share an organization's information or operational systems with its employees in a secure manner.
IP	Internet Protocol
ISSI	Inter-RF subsystem interface
kHz	kilohertz (1000 hertz)
kVA	Kilovolt ampere
kW	Kilowatts
LAN	Local-area network
LCD	Liquid crystal display
LED	Light-emitting diode
LMR	Land mobile radio – A public or private radio service providing two-way communication, service paging and radio signaling on land.
Mbps	Megabits per second (1 million bits per second)
MHSB	Monitored hot standby
MHz	Megahertz (1 million hertz)

modem	An acronym for modulator/demodulator, which is a device that translates digital signals coming from a computer into analog signals that can be transmitted over standard telephone lines. The modem also translates the analog signals back into digital signals that a computer can understand.
MPE	Maximum permissible exposure
MTBF	Mean time between failures
NAD	National American Datum
NEBS	Network Equipment Building System
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NiMH	Nickel-metal hydride
NMI	Network management interface
NMS	Network management system
NMT	Network management terminal
NPSPAC	National Public Safety Planning Advisory Committee
NRTL	Nationally recognized testing laboratory
O.D.	Outside diameter
OET	Office of Engineering & Technology
OSHA	Occupational Safety and Health Administration
ΟΤΑΡ	Over-the-air programming
PC	Personal computer
P25 or APCO 25	Project 25 – A suite of standards for digital radio communications for use by federal, state/province and local public safety agencies in North America to enable them to communicate with other agencies and mutual-aid response teams in emergencies
psig	Pounds per square inch gauge
PTT	Push to talk

Public safety spectrum	Specific bands of frequencies set aside by the FCC for use by public safety agencies. They are:
	Low Band (25-50 MHz) VHF High Band (150-174 MHz) 220 MHz Band (220-222 MHz) UHF Band (450-470 MHz) 700 MHz Band (764-776 and 794-806 MHz) 800 MHz Band (806-824 and 851-869 MHz) 4.9 GHz Band
QA/QC	Quality assurance/quality control
R56	Motorola Installation Standards and Guidelines for Communication Systems
receiver	The component(s) of a radio device that converts the radio waves into audible signals
repeater	A special receiver/transmitter combination that receives a signal on one frequency and retransmits a new signal on another frequency, usually within the same frequency band, sometimes referred to as a relay station.
Respondent	Any individual or entity bidding on the right to supply products and services in response to this RFP
RF	Radio frequency
RFI	Radio frequency interference
RFP	Request for proposals
RTU	Remote terminal unit
SATP	Staging acceptance test plan
Selected Respondent	Any individual or entity selected from among all Respondents to supply products and services in response to this RFP
SoR	Statement of requirements
spectrum	The range of electromagnetic radio frequencies that can be decomposed into frequency components, used in the transmission of sound, data and television
subscriber	User/customer on a network.
subscriber unit	User's equipment (usually a mobile or portable radio)
talkgroup	An assigned talk path similar to a channel on a conventional system.

TDMA	Time division multiple access
TDMM	Telecommunications Distribution Methods Manual
Telco	Telecommunications company
TIA	Telecommunications Industry Association
trunked	A radio system with a group of channels available and assigned as needed to specific "groups" or operations. The channels are programmed for automatic system assignment while in use, and then released for other users. A trunked system maximizes channel utilization
TSB	Telecommunications Systems Bulletin
ΤΤΑ	Tower-top amplifier
turnkey	Entire system with hardware and software assembled and installed by a vendor and sold as a package.
TVSS	Transient voltage surge suppression
UHF	Ultra-high frequency
UL	Underwriters Laboratories
UPS	Uninterruptible power supply
USGS	U.S. Geological Survey
VHF	Very-high frequency
VSWR	Voltage standing wave ratio
Voting receiver	Multiple remote receivers tied together through a comparator device at a transmitter site to improve portable coverage; signal strength is compared from each receiver, and the best receiver becomes the receiver during a specific transmission.
WAN	Wide-area network
WBS	Work breakdown structure

APPENDIX A: PROPOSAL FORM

OFFICIAL PROPOSAL FORM

The undersigned proposer agrees, if awarded a contract by the Fayette County, Georgia, to provide a **Public Safety Radio System,** as specified in accordance with the foregoing Request for Proposal #1428-P for the price specified below.

THIS PROPOSAL ADDRESSES THE FOLLOWING NETWORK

<u>COMPONENTS</u> (check each as applicable)

P25 Radio System	
Dispatch Console System	
Network Management	
Digital Microwave Network	
Site Development	
Towers	
Shelters	
Generators	
P25 Subscriber Units	

TOTAL PROPOSAL PRICE

TOTAL BASE PROPOSAL AMOUNT......\$_____

NAME OF PROPOSER (type or print)

ADDRESS

AUTHORIZED SIGNATURE

AFFIX CORPORATE SEAL HERE (If proposer is a corporation)

PRINT NAME AND TITLE OF SIGNER

(____) AREA CODE & TELEPHONE (____) FAX NUMBER Proposer is (check one):

- _____Corporation incorporated in the State of ______
- _____General Partnership

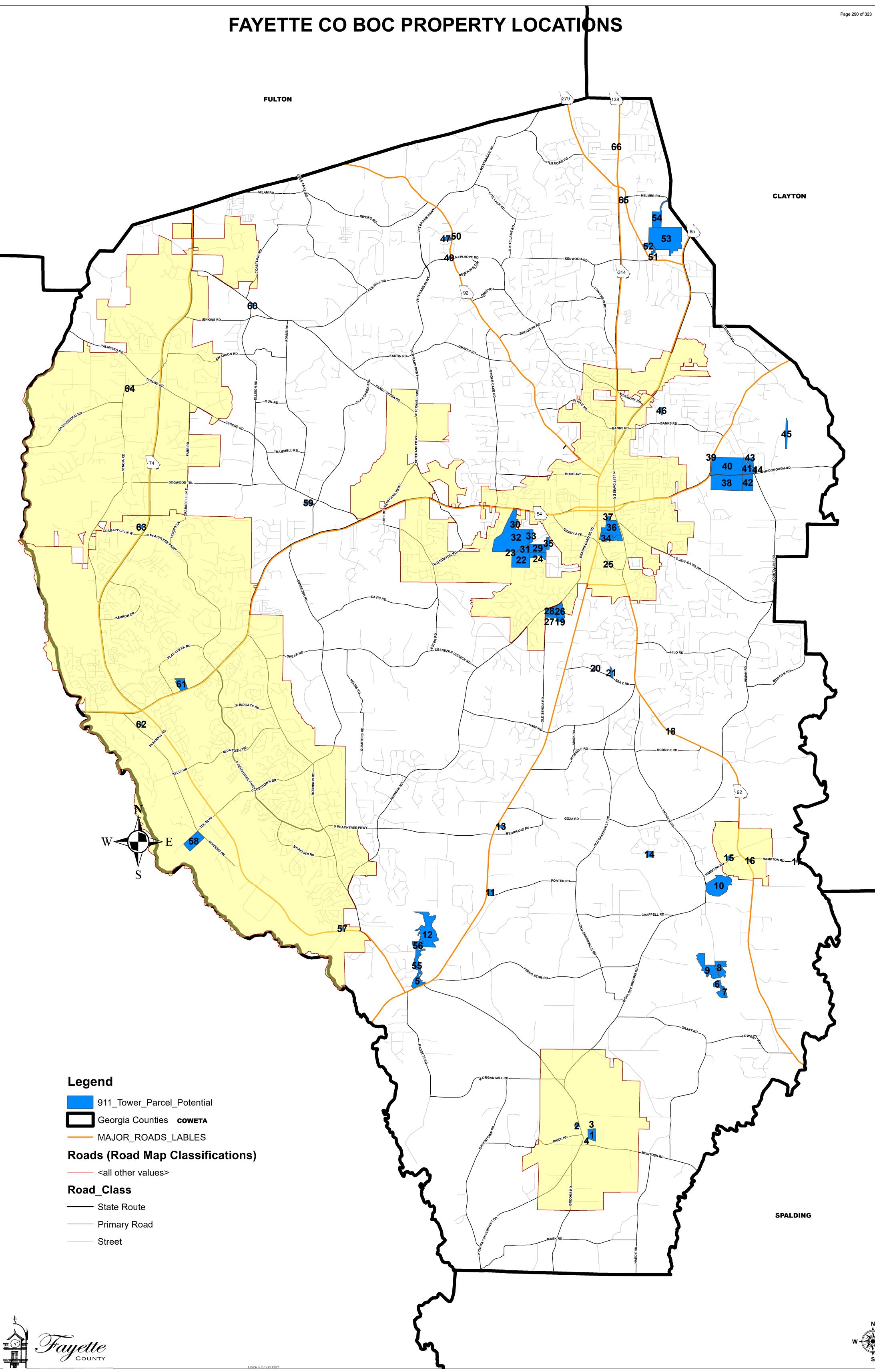
_____Limited Partnership

- _____Sole Proprietorship
- ____Other (specify) _____

APPENDIX B: PROPOSAL PRICING FORMS

The proposal pricing forms will be provided to attendees at the mandatory pre-proposal conference.

APPENDIX C: FAYETTE COUNTY-OWNED PARCEL LOCATION MAP



APPENDIX D: POTENTIAL COUNTY-OWNED PARCEL INDEX

ID	OWNER1	OWNER2	STREET ADD	PROPERTY LOCATION	ACRES
1	FAYETTE COUNTY BOC	BROOKS PARK	140 STONEWALL AVE WEST	BROOKS PARK	14.32
2	FAYETTE COUNTY BOC	FIRE STATION #6	140 STONEWALL AVE WEST	FIRE STATION #6	2.46
3	FAYETTE COUNTY BOC	BROOKS PARK	140 STONEWALL AVE WEST	BROOKS PARK	1.77
4	FAYETTE COUNTY BOC	OLD STATION #6	140 STONEWALL AVE	OLD FIRE STATION #6	0.43
5	FAYETTE COUNTY BOC	STARRS MILL	140 STONEWALL AVE WEST	17.4 ACRES STARRS MILL	17.00
6	FAYETTE COUNTY BOC	14.9 AC BURCH LAKE ROAD	140 W STONEWALL AVE	14.9 ACRES BURCH LAKE ROAD	17.73
7	FAYETTE COUNTY BOC	14.9 AC BURCH LAKE ROAD	140 W STONEWALL AVE	14.9 ACRES BURCH LAKE ROAD	4.04
8	FAYETTE COUNTY BOC	14.9 AC BURCH LAKE ROAD	140 W STONEWALL AVE	14.9 ACRES BURCH LAKE ROAD	24.75
9	FAYETTE COUNTY BOC	14.9 AC BURCH LAKE ROAD	140 W STONEWALL AVE	14.9 ACRES BURCH LAKE ROAD	44.54
10	FAYETTE COUNTY BOC	WATER TREATMENT PLANT ANTIOCH	140 STONEWALL AVE WEST	WATER TREATMENT PLANT ANTIOCH	72.61
11	FAYETTE COUNTY BOC	WATER TANK SITE PORTER ROAD	140 STONEWALL AVE WEST	WATER TANK SITE PORTER ROAD	6.49
12	FAYETTE COUNTY BOC	91.6 AC WHITEWATER CRK	140 STONEWALL AVE	91.60 ACRES NEXT TO WW CREEK	86.83
13	FAYETTE COUNTY BOC	FIRE STATION #5	140 STONEWALL AVE WEST	FIRE STATION #5	2.81
14	FAYETTE COUNTY WATER DEPT	HORSEMENS RUN	140 STONEWALL	HORSEMENS RUN OUT PARCEL	5.40
15	FAYETTE COUNTY BOC	FIRE STATION #7	140 STONEWALL AVE	FIRE STATION #7	2.82
16	FAYETTE COUNTY BOC	OLD FIRE STATION #7	140 STONEWALL AVE WEST	OLD FIRE STATION #7	0.97
17	FAYETTE COUNTY BOC	WATER INTAKE	140 STONEWALL AVE WEST	WATER INTAKE - HAMPTON RD	0.51
18	FAYETTE COUNTY BOC	OLD ROAD BED HWY 92 SOUTH	140 STONEWALL AVE WEST	OLD ROAD BED HWY 92 SOUTH	0.91
19	FAYETTE COUNTY BOC	KIWANIS PARK	140 STONEWALL AVE WEST	KIWANIS PARK OLD SENOIA RD	5.13
20	FAYETTE COUNTY BOC	WATER SYSTEM WELL LOT	140 STONEWALL AVE WEST	FIRE STATION FUTURE GREENFIELD	1.03
21	FAYETTE COUNTY BOC	FIRE STATION #10 (SEAY RD)	140 STONEWALL AVE WEST	FIRE STATION - FUTURE - SEAY	4.48
22	FAYETTE COUNTY BOC	LANDFILL TRANSFER STATION	140 STONEWALL AVE WEST	LANDFILL TRANSFER STATION	50.76
23	FAYETTE COUNTY BOC	LANDFILL TRANSFER STATION	140 STONEWALL AVE WEST	LANDFILL TRANSFER STATION	0.75
24	FAYETTE COUNTY BOC	LANDFILL MORNING DOVE DRIVE	140 STONEWALL AVE WEST	LANDFILL MORNING DOVE DRIVE	15.98
25	FAYETTE COUNTY BOC	OLD DOT BARN	140 STONEWALL AVE WEST	OLD DOT BARN HWY 92 S	1.10
26	FAYETTE COUNTY BOC	KIWANIS FIELD	140 STONEWALL AVE WEST	KIWANIS FIELD	19.42
27	FAYETTE COUNTY BOC	KIWANIS PARK	140 STONEWALL AVE WEST	KIWANIS PARK	5.98
28	FAYETTE COUNTY BOC	KIWANIS PARK	140 STONEWALL AVE WEST	KIWANIS PARK	12.87
29	FAYETTE COUNTY BOC	LANDFILL	140 STONEWALL AVE WEST	LAND FILL	26.11
30	FAYETTE COUNTY BOC	TRANSFER STATION	200 COURTHOUSE SQ	TRANSFER STATION	3.43
31	FAYETTE COUNTY BOC	LANDFILL	140 STONEWALL AVE WEST	LAND FILL (167.3 ACRES)	9.63
32	FAYETTE COUNTY BOC	LANDFILL	140 STONEWALL AVE WEST	LAND FILL (167.3 ACRES)	157.98
33	FAYETTE COUNTY BOC	LANDFILL	140 STONEWALL AVE WEST	LANDFILL FIRST MANASSAS MILE	8.86
34	FAYETTE COUNTY BOC	JUSTICE CNTR / FRIENDSHIP CNTR	140 STONEWALL AVE WEST	SENIOR CENTER	26.11
35	FAYETTE COUNTY BOC	LANDFILL	140 STONEWALL AVE WEST	LANDFILL GRADY AVE	6.75
36	FAYETTE COUNTY GEORGIA		140 STONEWALL AVENUE WEST	JUSTICE CENTER LEE STREET	40.82
37	FAYETTE COUNTY BOC	FIRE STATION #4/JAIL/SHERIFF	140 STONEWALL AVE WEST	JOHNSON AVENUE	2.76
38	FAYETTE COUNTY BOC	MCCURRY/PUBLIC WORKS	140 STONEWALL AVE WEST	FLEET/BLDG-GND MAINT/REC AREA	89.51
39	FAYETTE COUNTY BOC	MCCURRY/PUBLIC WORKS	140 STONEWALL AVE WEST	FLEET/BLDG-GND MAINT/REC AREA	0.08
40	FAYETTE COUNTY BOC	MCCURRY/PUBLIC WORKS	140 STONEWALL AVE WEST	FLEET/BLDG-GND MAINT/REC AREA	103.85

ID	OWNER1	OWNER2	STREET ADD	PROPERTY LOCATION	ACRES
41	FAYETTE COUNTY BOC	WATER DEPT-911	140 STONEWALL AVE WEST	WATER DEPT/911 CTR/FIRE TNG AR	18.43
42	FAYETTE COUNTY BOC	WATER DEPT-911	140 STONEWALL AVE WEST	WATER DEPT/911 CTR/FIRE TNG AR	32.67
43	FAYETTE COUNTY BOC	WATER DEPT-911	140 STONEWALL AVE WEST	WATER DEPT/911 CTR/FIRE TNG AR	10.38
44	FAYETTE COUNTY BOC	MCELROY HOUSE	140 STONEWALL AVE WEST	THE MCELROY HOUSE - 5.0ACRES	3.38
45	FAYETTE COUNTY BOC		140 STONEWALL AVE	9.05 ACRES LL 149	9.19
46	FAYETTE COUNTY BOC	WATER TANK ELLIS ROAD	140 STONEWALL AVE WEST	WATER TANK ELLIS ROAD	2.67
47	FAYETTE COUNTY BOC	FIRE STATION #2	140 STONEWALL AVE WEST	FIRE STATION #2	2.60
48	FAYETTE COUNTY BOC	FIRE STATION #2	140 STONEWALL AVE WEST	FIRE STATION #2	1.55
49	FAYETTE COUNTY BOC	WATER TANK	140 STONEWALL AVE WEST	WATER TANK LEES MILL	1.22
50	FAYETTE COUNTY BOC	HILL ROAD .56 AC	140 STONEWALL AVE WEST	.56 ACRES HILL ROAD	0.54
51	FAYETTE COUNTY BOC	NORTH PARK/KENWOOD,HWY 279	140 STONEWALL AVE	NORTH PARK/KENWOOD,HWY 279	1.73
52	FAYETTE COUNTY BOC	NORTH PARK/KENWOOD,HWY 279	140 STONEWALL AVE	NORTH PARK/KENWOOD,HWY 279	8.77
53	FAYETTE COUNTY BOC	NORTH PARK/KENWOOD,HWY 279	140 STONEWALL AVE	NORTH PARK/KENWOOD,HWY 279	134.08
54	FAYETTE COUNTY BOC	NORTH PARK/KENWOOD,HWY 279	140 STONEWALL AVE	NORTH PARK/KENWOOD,HWY 279	31.32
55	FAYETTE COUNTY BOC	MILLPOND MANOR DONATED LAND	140 STONEWALL AVE	MILLPOND MANER DONATED LAND	15.34
56	FAYETTE COUNTY BOC	CHIMNEYS DONATED PROPERTY	140 STONEWALL AVE	CHIMNEY DONATED PROPERTY	18.39
57	FAYETTE COUNTY BOC	ANIMAL SHELTER	140 STONEWALL AVE WEST	ANIMAL SHELTER	1.96
58	FAYETTE COUNTY BOC	WATER TREATMENT PLANT	200 COURTHOUSE SQ	TREATMENT PLANT 35.4 ACS	34.77
59	FAYETTE COUNTY BOC	FIRE STATION #8	140 STONEWALL AVE WEST	FIRE STATION #8	3.51
60	FAYETTE COUNTY BOC	FIRE STATION - FUTURE SANDYCRK	140 STONEWALL AVE WEST	FIRE STATION - FUTURE SANDYCRK	2.17
61	FAYETTE COUNTY BOC	LAKE PEACHTREE	140 STONEWALL AVE WEST	LAKE PEACHTREE	18.82
62	FAYETTE COUNTY BOC	WATER TANK	140 STONEWALL AVE WEST	WATER TANK	1.30
63	FAYETTE COUNTY WATER DEPT	WATER TOWER MAPLE SHADE	140 STONEWALL AVE	WATER TOWER	2.06
64	FAYETTE COUNTY BOC	FIRE STATION #3	140 STONEWALL AVE WEST	FIRE STATION #3	1.00
65	FAYETTE COUNTY BOC	FIRE STATION #1	140 STONEWALL AVE WEST	FIRE STATION #1 HWY 279	1.59
66	FAYETTE COUNTY BOC	FIRE STATION	140 STONEWALL AVE WEST	FIRE STATION #	0.67

APPENDIX E: FAYETTE COUNTY CONCEPTUAL DESIGN SITE INFORMATION

Site Name	Owner	Tower ASR	Mandatory Site	Latitude	Longitud e	Shelte r Size (feet)	New Tower Required?	New Generator Required?	New Shelter Required?	New UPS Required?	Structure Height (meters)	Existing 800 MHz Site
Prime	Fayette County	1E+06	Yes	33-27- 18.9 N	84-24- 35.4 W	12 x 36	No	No	No	No	146.6	Yes
Porter Road	American Tower	1E+06	Yes	33-21-8.9 N	84-29- 12.5 W	12 x 15	No	No	No	No	91.4	Yes
SR54	American Towers	N/A	Yes	33-27-0 N	84-30-42 W	9 x 16	No	No	No	No	51.8	Yes
Westbridg e	Global Signal Acquisitions	1E+06	Yes	33-31- 36.6 N	84-30- 16.7 W	11 x 15	No	No	No	No	91.7	Yes
Swanson Road	American Towers	1E+06	Yes	33-29- 24.1 N	84-34-6.6 W	11 x 15	No	No	No	No	156.9	Yes
Brooks	Sprintcom, Inc.	1E+06	Yes	33-17- 29.6 N	84-27- 29.3 W	11 x 15	No	No	No	No	91.4	Yes
Peachtree City	City of Peachtree City	1E+06	Yes	33-24-1.4 N	84-34- 48.7 W	9 x 16	No	No	No	No	91.4	Yes
1047185	American Towers	1E+06	No (Candidate)	33-29- 42.9 N	84-27-2.1 W	12 x 20	No	Yes	Yes	Yes	79.3	No
1258753	New Towers	1E+06	No (Candidate)	33-26- 44.4 N	84-36- 19.5 W	12 x 20	No	Yes	Yes	Yes	54.8	No
1055348	American Towers	1E+06	No (Candidate)	33-24-4 N	84-31-44 W	12 x 20	No	Yes	Yes	Yes	48.2	No
1296173	TowerComV , LLC	1E+06	No (Candidate)	33-24-2.2 N	84-28-39 W	12 x 20	No	Yes	Yes	Yes	54.9	No
1044307	Crown Atlantic Company	1E+06	No (Candidate)	33-24-41 N	84-26-13 W	12 x 20	No	Yes	Yes	Yes	48.8	No
1205042	Crown Castle South	1E+06	No (Candidate)	33-21- 25.3 N	84-23- 41.8 W	12 x 20	No	Yes	Yes	Yes	72.2	No

APPENDIX F: COMPLIANCE MATRIX

		Respondent's Statement of Compliance	
RFP Section	Description	Select One Choice: 1) Comply 2) Comply with Clarification 3) Exception	Respondent's Clarifications and Comments
1	Project Overview		
1.1.	Introduction		
1.2.	Background – Fayette County legacy System overview		
1.2.1.	Current System Design		
1.2.2.	Capacity		
1.2.3.	Subscriber Radios		
1.2.4.	Radio Sites		
1.2.5.	Consolidated Dispatch Center		
1.2.6.	Critical Issues Affecting the Current System		
1.3.	Request for Proposal Overview		
1.4.	Project Summary		
1.5.	Proposals Desired		
1.5.1.	Systems		
1.5.2.	Services		
1.6.	Quality Assurance and Coordination		
1.6.1.	Standards and Guidelines		
1.6.2.	P25 Standard Compliance		
1.6.3.	Frequency Coordination and Licensing		
1.6.4.	Federal Aviation Administration (if applicable)		
1.6.5.	Project Management		
1.6.6.	Project Meetings		
1.6.7.	Project Staffing		
1.6.8.	Quality Assurance/Quality Control Program		
1.7.	Delivery, Storage and Handling		
1.8.	Project Submittals		
1.8.1.	Proposal		
1.8.2.	Preliminary Design (45 days after notice to proceed)		
1.8.3.	Final Design (90 days after notice to proceed)		
1.8.4.	System Staging, Delivery and Installation		
1.8.5.	Final System Acceptance		

		Respondent's Statement of Compliance	
RFP Section	Description	Select One Choice: 1) Comply 2) Comply with Clarification 3) Exception	Respondent's Clarifications and Comments
1.9.	Proposal Process Overview		
1.10.	Mandatory Pre-Proposal Conference		
1.11.	Schedule of Events		
1.12.	Proposal Response Requirements		
1.13.	Evaluation Plan		
1.13.1	Pricing		
1.13.2	Presentations		
1.14.	Addenda to the Contract		
1.15.	Award of Contract		
2	Radio Communications System Requirements		
2.1.	Overview		
2.2.	Interoperability/P25 Statement of Requirements		
2.3.	System Configuration		
2.3.1.	Redundancy and Survivability		
2.3.2.	Expansion		
2.3.3.	Grade of Service		
2.4.	Site Selection		
2.5.	Coverage		
2.5.1.	Coverage Maps		
2.5.2.	Map Criteria		
2.5.3.	Coverage Model		
2.5.4.	TIA TSB-88 – User Choices		
2.6.	Site Equipment		
2.6.1.	Overview		
2.6.2.	System and Site Control Equipment		
2.6.3.	Simulcast Equipment		
2.6.4.	Base Station Equipment		
2.6.5.	Antenna Systems		
2.6.6.	Antenna Installation		
2.6.7.	Removal of Existing Infrastructure and Equipment		

		Respondent's Statement of Compliance	
RFP Section	Description	Select One Choice: 1) Comply 2) Comply with Clarification 3) Exception	Respondent's Clarifications and Comments
2.7.	Network Management System		
2.7.1.	Network Management Terminal		
2.7.2.	Remote Terminal Units		
2.8.	Shared Switch – Option		
2.9.	Mobile Data – Option		
2.10.	Backup Consolettes – Option		
3	Backhaul Network		
3.1.	Overview		
3.2.	Digital Microwave Network		
3.2.1.	Requirements		
3.2.2.	Microwave Engineering		
4	Site Development		
4.1.	General		
4.2.	Towers		
4.3.	Shelters		
4.4.	Generator and Automatic Transfer Switch		
4.4.1.	Diesel Generator		
4.4.2.	Automatic Transfer Switch		
4.4.3.	Diesel Fuel System		
4.5.	DC Power		
4.6.	Site Preparation		
4.7.	Fencing		
5	Dispatch Consoles		
5.1.	General Requirements and Features		
5.2.	Trunked Requirements		
5.3.	Conventional Requirements		
5.4.	Paging Requirements		
5.5.	Systems Integration		
5.6.	Logging Recorder		
5.7.	Operator Position Equipment		
5.8.	Common Electronics Equipment		

		Respondent's Statement of Compliance	
RFP Section	Description	Select One Choice: 1) Comply 2) Comply with Clarification 3) Exception	Respondent's Clarifications and Comments
6	Warranty, Maintenance, and Support		
6.1.	Warranty		
6.2.	Maintenance		
6.2.1.	General Requirements		
6.2.2.	Maintenance Standards		
6.3.	Parts Availability		
6.4.	Spare Equipment		
6.5.	Lifecycle Cost – Option		
7	System Implementation, Test and Acceptance		
7.1.	General		
7.2.	Cutover Plan		
7.3.	Staging		
7.4.	System Installation		
7.5.	Coverage Testing		
7.6.	30-day Operational Test		
7.7.	Training		
7.8.	Final Acceptance Testing		
7.9.	As-Built Documentation		
7.10.	System Acceptance		
8	Subscriber Equipment		
8.1.	Overview		
8.2.	General Requirements		
8.2.1.	Portable Radios		
8.2.2.	Mobile Radios/Control Stations		
8.2.3.	Fleet Mapping		
8.3.	Subscriber Warranty and Maintenance		
8.3.1.	Subscriber Warranty		
8.3.2.	Subscriber Maintenance		

		Respondent's Statement of Compliance	
RFP Section	Description	Select One Choice: 1) Comply 2) Comply with Clarification 3) Exception	Respondent's Clarifications and Comments
9.	County Terms and Conditions		
Glossary of Term	ns and Acronyms		
Appendix A:	Proposal Form		
Appendix B:	Proposal Pricing Forms		
Appendix C:	Fayette County-Owned Parcel Location Map		
Appendix D:	Potential County-Owned Parcel Index		
Appendix E:	Fayette County Conceptual Design Site Information		
Appendix F:	Compliance Matrix		
Appendix G:	Company Information		
Appendix H:	E-Verify Affidavit		
Appendix I:	Statement of Noncollusion		

APPENDIX G: COMPANY INFORMATION

RFP #1428-P: Public Safety Radio System

COMPANY

Company Name: _____

Physical Address:

Mailing Address (if different):

AUTHORIZED REPRESENTATIVE

Signature:	
Printed or Typed Name:	
Title:	
Email Address:	
Phone Number:	Fax Number:
PROJECT CONTACT PERSON	
Name:	
Title:	
Office Number:	_ Cellular Number:

APPENDIX H: E-VERIFY AFFIDAVIT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor 1428-P: PUBLIC SAFETY RADIO SYSTEM Name of Project FAYETTE COUNTY, GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in (city) ______, (state) ______

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201 ____.

NOTARY PUBLIC

My Commission Expires:

APPENDIX I: STATEMENT OF NONCOLLUSION

STATEMENT OF NONCOLLUSION

Each Bidder shall complete the following statement in accordance with OCGA 36-91-21(e):

STATE OF______} } ss COUNTY OF______}

That (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any State, County, or City official or employee as to quantity, quality, or price in the prospective Contract, or any other terms of said prospective Contract; or in any discussions between Bidders and any State, County, or City official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant further warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

		and the second se
	Name of Contractor	
	Bidder (Affiant)	
Subscribed and sworn to before me this	day of	, 20
My commission expires:		
	Notary Public	
END	OF SECTION	

COUNTY AGENDA REQUEST

Page 307 of 323

Department:	Sheriff's Office	Presenter(s):	Major Michelle Walker, Tim Symonds			
Meeting Date:	Thursday, November 8, 2018	- Type of Request:	New Business #19			
Wording for the Agenda:	1					
Consideration of the staff's recommendation to award a contract on Bid # 1429-B FCSO Training Facility Reuse and Renovation in the amount of \$1,131,000.00 to Oak Construction Group, LLC for the renovation of the old Links clubhouse into the Fayette County Sheriff's Office Training Facility.						
Background/History/Deta	ils:					
In 2014, Fayette County purchased the Links Golf Course for the construction of the East Fayetteville Bypass project. The remaining land parcels unused by the road were approved to be developed, constructed and/or renovated as the Fayette County Sheriff's Office Public Safety Training Center. Once all phases are complete, this complex will include a Firing Range and Observation Tower, Shoot House, Classrooms, Offices, and a Driving Course. What action are you seeking from the Board of Commissioners? Approval of staff's recommendation to award and for Chairman to sign a contract on Bid # 1429-B FCSO Training Facility Reuse and Renovation in the amount of \$1,131,000.00 to Oak Construction Group, LLC for the renovation of the old clubhouse into the Fayette						
If this item requires fundir		the construction of the Fountie Course	the Chariffle Office Dublic Cofety Training			
Center.	ccount 37530310-541320-5565H for	the construction of the Fayette Coun	ty Sheriff's Office Public Safety Training			
Has this request been co	nsidered within the past two years?	No If so, whe	n?			
Is Audio-Visual Equipme	nt Required for this Request?*	No Backup P	rovided with Request? Yes			
	5	/ Clerk's Office no later than 48 ho audio-visual material is submitted a	, 0			
Approved by Finance	Yes	Reviewed	by Legal			
Approved by Purchasing	Yes	County C	lerk's Approval Yes			
Administrator's Approval	Administrator's Approval					
Staff Notes:						
Finance : Available fund	s for this project as of 10/18/18 are \$	51,207,413,25.				



Purchasing Department 140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: November 8, 2018

Subject: ITB #1429-B: Fayette County Sheriff's Office Training Facility Reuse Renovation

Budgeted Project #5565H provides funds for renovation of the former Links Golf Course clubhouse, to be used by the Sheriff's Office as a training facility.

The Purchasing Department issued Invitation to Bid #1429-B for this purpose. The Department emailed notices to 79 companies. Invitations were extended via the Fayette News, the county website, Georgia Local Government Access Marketplace (<u>www.glga.org</u>), Channel 23, and the Greater Georgia Black Chamber of Commerce. An additional 1,390 vendors were notified through the Internet-based Georgia Procurement Registry.

Four companies submitted proposals, as shown on the attached documentation from the project consultant, Morgan Mills Consulting. The Sheriff's Office recommends the low bidder, Oak Construction Group, LLC for the contract. Since the county has not previously contracted with Oak Construction Group, a Contractor Performance Evaluation is not available.

Specifics of the proposed contract are as follows:

Contract Name Contractor Lump Sum Price Budget:		1429-B: FCSO Training Facility Reuse Renovation Oak Construction Group, LLC \$1,131,000.00		
0		375	CIP	
	Fund	0.0	•	
	Org. Code	37530310	Sheriff's Office – Support Services Division	
	Object	541320	Buildings & Structures	
	Project	5565H	Links Master Plan	
	Available Amount	\$1,207,413.25	CIP balance, as of 10/24/2018	

Fayette County Sheriff's Office Project No. 1429-B Project Name: FCSO Training Facility Reuse and Renovation

Proposal for the appointment of General Contractor

Introduction:

As part of the on-going re-purposing of the old Links Golf course, a design has been drawn up to renovate the old clubhouse into the Fayette County Sheriff's Office Training Facility. This facility has been designed to provide office space for the FCSO Training Staff, classrooms for instruction and a larger gathering space for FCSO officers and staff.

The old Links clubhouse has been empty and derelict for several years and requires a complete renovation of the interior spaces including new mechanical and electrical installations.

Bid Process:

The Design Team worked with the Fayette County Procurement Department to follow the County's bid process. After the required notice period, bids were sort from qualified General Contractors for the work as set out in the design documents.

The bid documents were published to the Fayette County Procurement website on Tuesday July 31st, 2018 with bids due to be returned on Thursday August 30th. Due to the large number of questions, it was decided to extend the bid return deadline to Tuesday September 11th, 2018 at 12 noon.

The following are the qualifying bids that were returned:

Responding Companies	Total Bid
OAK CONSTRUCTION GROUP, LLC	\$1,131,000.00
UJAMAA CONSTRUCTION, INC.	\$1,157,873.70
BARTOS BUILDING COMPANY, LLC	\$1,159,674.00
FOUR POINTS CONSTRUCTION, INC.	\$1,216,101.37

Analysis of the Bids:

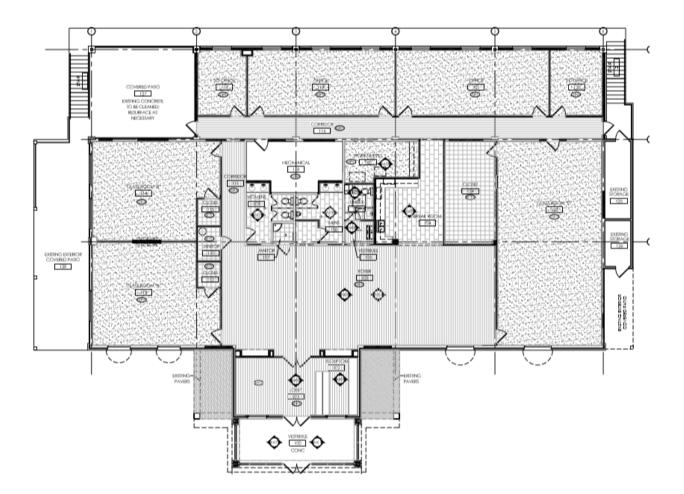
The lowest bid from Oak Construction was analyzed to ensure completeness of the bid and to check for any issues. None were found. The three references provided from Oak Construction were followed up and checked - no problems were discovered.

The budget funds available for this work totals \$1,207,413.25

Recommendation:

Oak Construction have submitted a qualifying bid for the project. The contract sum is within the allowed funds for the project. It is the Design Team's recommendation that Oak Construction Group LLC be awarded the FCSO Training Facility Re-use and Renovation project in the contract sum of \$1,131,000.00.

The form of contract will be a Lump Sum Contract AIA Form A101.



COUNTY AGENDA REQUEST

Page 311 of 323

Department:	Environmental Management	Presenter(s):	Vanessa Birrell, Dir	rector
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #20	
Replacement to the low b	idder, McCoy Grading, Inc., in the a	B: 2017 SPLOST; Stormwater Cated mount of \$754,100; and amend the 2 SAQ-118 Davis Road) to Old Senoia	2017 SPLOST Storm	
infrastructure throughout t Category I project. This p linear feet of a bottomless Staff is recommending to	tizens of Fayette County voted to e he unincorporated area of Fayette (roject replaces three failing 96-inch concrete arch culvert and relocatin award Bid #1571-B: 2017 SPLOST;	nact a Special Purpose Local Option County. Old Senoia Road Culvert Re diameter corrugated metal pipe culv g an 8-inch PVC water main. ; Stormwater Category I; Old Senoia 4,100. Reallocation of additional fund	placement is listed a erts under Old Senc Road Culvert Repla	is a SPLOST ia Road with 60 cement for FY2019
What action are you seekir	ng from the Board of Commissioner	s?		
Replacement to the low b (32240320) reallocating \$	idder, McCoy Grading, Inc., in the a 300,000 from Category II Tier II (17 g, please describe:	017 SPLOST; Stormwater Category I mount of \$754,100; and amend the 2 SAQ-118 Davis Road) to Old Senoia	2017 SPLOST Storn Road (6509H).	nwater Fund
Funding is available in 20 Davis Road.	17 SPLOST; Stormwater Category	I; Old Senoia Road 6509H and 2017	SPLOST Category	II Tier II 17SAQ-118
Has this request been con	sidered within the past two years?	No If so, when	n?	
Is Audio-Visual Equipment	Required for this Request?*	No Backup P	rovided with Reques	t?
	,	Clerk's Office no later than 48 hou udio-visual material is submitted a		0
Approved by Finance	Yes	Reviewed	by Legal	
Approved by Purchasing	Yes	County Cl	erk's Approval	Yes
Administrator's Approval				
Staff Notes:				1



To: Steve Rapson

From: Ted L. Burgess

Date: November 8, 2018

Subject: Invitation to Bid #1571-B: Old Senoia Road Culvert Replacement

Three 96-inch diameter corrugated metal pipes under Old Senoia Road provide drainage for Perry Creek. The pipes were damaged in the December 2015 flood event, and must be replaced. The 2017 Special Purpose Local Option Sales Tax (SPLOST) list of projects included this as a Category I (Flooding and Safety) project.

Tetra Tech, Inc., Public Works' Engineer of Record, prepared technical specifications for an Invitation to Bid (ITB) for the construction work. Subsequently, the Purchasing Department issued ITB #1571-B for a general contractor.

Emails were sent to 26 contractors who are registered on the county's bidders' list or have bid previously. Another 415 were contacted through the web-based Georgia Procurement Registry, using commodity codes 91339 (Construction, Pipe Culvert) and 91377 (Maintenance & Repair, Pipe Culvert). With potential funding assistance through the Federal Emergency Management Agency, we complied with their requirement by contacting 324 companies on the Small Business Administration's registry for small, minority-owned, or women-owned businesses. Notification was provided via the Fayette News, the county website, Greater Georgia Black Chamber of Commerce, Georgia Local Government Access Marketplace (www.glga.org), and Channel 23.

Six companies submitted bids (Attachment 1). Environmental Management recommends award to the low bidder, McCoy Grading, Inc., in the amount of \$754,100.00. Contractor Performance Evaluations are attached for two projects that McCoy Grading recently completed (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	1571-B: Old Ser	noia Road Culvert Replacement	
Contractor	McCoy Grading, Inc.		
Contract Amount	\$754,100.00		
Budget:			
Fund	322	2017 SPLOST	
Organization Code	32240320	Stormwater SPLOST	
Object Code	541210	Other Improvements	
Project Code	6509H	Old Senoia Road	
Available Budget:			
Current Balance	\$517,736.16	As of 10/29/2018, per Finance Dept.	
Requested Transfer	300,000.00	From Cat. II Proj 17SAQ	
Net Available	\$817,736.16	Upon Approval of Transfer	

Invitation to Bid #1571-B

Old Senoia Road Culvert Replacement

COMPANY	TOTAL LUMP SUM BASE BID
HITSON CONSTRUCTION INC.	\$971,747.22
SITE ENGINEERING INC.	878,450.00
MCLEROY EQUIPMENT LLC.	829,750.00
GEORGIA DEVELOPMENT PARTNERS, LLC	793,818.74
CMES, INC.	769,157.00
MCCOY GRADING, INC.	754,100.00

					1		
FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION						Page 1	
1. Use this form to record contractor performance	for any contract of \$50,000 o	r above					
2. The person who serves as project manager or a	account manager is the desig	nated pad	v to con	nolete th	e evalu	ation	
3. This form is to be completed and forwarded to	the Purchasing Department n	ot later the	an 30 da	ys after	comple	tion or	
expiration of a contract. Past performance is co	onsidered on future contracts.	- House of Constants					
VENDOR INFORMATION	COMPLETE ALL A	PPLICA	BLE I	NFOR	MATIO	N	
^{Company Name:} McCoy Grading, Inc.	Contract Number:						
Mailing Address: 450 Callaway Road	Contract Description or Title	Bernhard	d Road	Culvert	Repla	cement	
^{City, St, Zip Code:} Greenville, GA 30222	Contract Term (Dates) From:	To:	74				
Phone Number: 706-672-2690	Task Order Number:	10.					
Cell Number:	Other Reference:						
E-Mail Address:							
	DEFINITIONS						
OUTSTANDING - Vendor considerably exceeded in products/cenvices: The vendor demonstrated the bisheet	ninimum contractual requireme	ents or pe	erformand	ce exped	ctations	of the	
products/services; The vendor demonstrated the highest	level of quality workmanship/pro	fessionalis	m in exec	cution of	contract		
EXCELLENT (Exc) - Vendor exceeded minimum contract	clual requirements or performance	e expectat	ons of th	e produc	ts/servic	es.	
SATISFACTORY (Sat) - Vendor met minimum contractua	al requirements or performance	expectation	s of the p	products/	services		
UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements					of the		
EVALUATIONS (Place "X		r each c	riterio	n.)			
Criteria (includes change orders /		Out-	Exc	Sat	Un-	Not	
1. Work or other deliverables performed on sch	,	standing		Jai	Sat	Apply	
2. Condition of delivered products	lequie		X				
3. Quality of work			Х				
4. Adherence to specifications or scope of work	-		X				
5. Timely, appropriate, & satisfactory problem of			X				
6. Timeliness and accuracy of invoicing	or complaint resolution		X				
6. Timeliness and accuracy of invoicing			X				
7. Working relationship / interfacing with county staff and citizens			Х				
8. Service Call (On-Call) response time			х				
 Adherence to contract budget and schedule Other (specify): 			X				
11. Overall evaluation of contractor performance			X				
Signature: Alexand. Hom	Date of Evaluation:	0/24/20					
Print Name: Steve Hoffman	Department/Division: Road Department						
Title: Director Telephone No: 770-320-6012							
Form Updated 11/16/2016							

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	FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION						^D age 1
 The person w This form is t expiration of 	to record contractor performance who serves as project manager or o be completed and forwarded to a contract. Past performance is c	account manager is the design the Purchasing Department no	ated part	ty to con an 30 da	nplete the ays after o	e evalua comple	ation. tion or
	OR INFORMATION	COMPLETE ALL A	PPLICA	ABLE I	NFORM	IATIO	N
Company Name:	McCoy Grading, Inc.	Contract Number:					
Mailing Address:	450 Callaway Road	Contract Description or Title:	McBride	Road	Culvert F	Replac	ement
City, St, Zip Code	Greenville, GA 30222	Contract Term (Dates) From:	To:				
Phone Number:	706-672-2690	Task Order Number:					
Cell Number:		Other Reference:			-		
E-Mail Address:							
		DEFINITIONS					
EXCELLENT (Exc)	 Vendor considerably exceeded r The vendor demonstrated the highest Vendor exceeded minimum contract 	level of quality workmanship/prof ctual requirements or performance	essionalis e expectat	im in exe	cution of c	ontract. s/servic	es.
UNSATISFACTOR	<u>Sat)</u> - Vendor met minimum contractu <u>Y (UnSat)</u> - Vendor did not meet t vices; Performed below minimum req	he minimum contractual requirer	xpectatior nents or	ns of the performa	products/s	services ctations	of the
	EVALUATIONS (Place "X	" in appropriate box for	each c	riterio	n.)		
Cri	teria (includes change orders /	amendments)	Out- standing	Exc	Sat	Un-	Not
1. Work or othe	r deliverables performed on scl	hedule	standing	x		Sat	Apply
	delivered products			x			
3. Quality of wor	rk			x			
4. Adherence to specifications or scope of work				x			<u> </u>
5. Timely, appro	priate, & satisfactory problem			х		12 - P	<u> </u>
6. Timeliness and accuracy of invoicing			х			1	
7. Working relationship / interfacing with county staff and citizens			х				
8. Service Call (On-Call) response time			х				
9. Adherence to contract budget and schedule		1	х				
10. Other (specify):			х				
11. Overall evaluation of contractor performance			х				
	E	VALUATED BY					
Signature:	en L. Ham	Date of Evaluation: 10/2	9/2018				
Print Name: Stev	ve Hoffman	Department/Division: Road Department					
Title: Director		Telephone No: 770-320-6012					
Form Updated	11/16/2016		A 20				



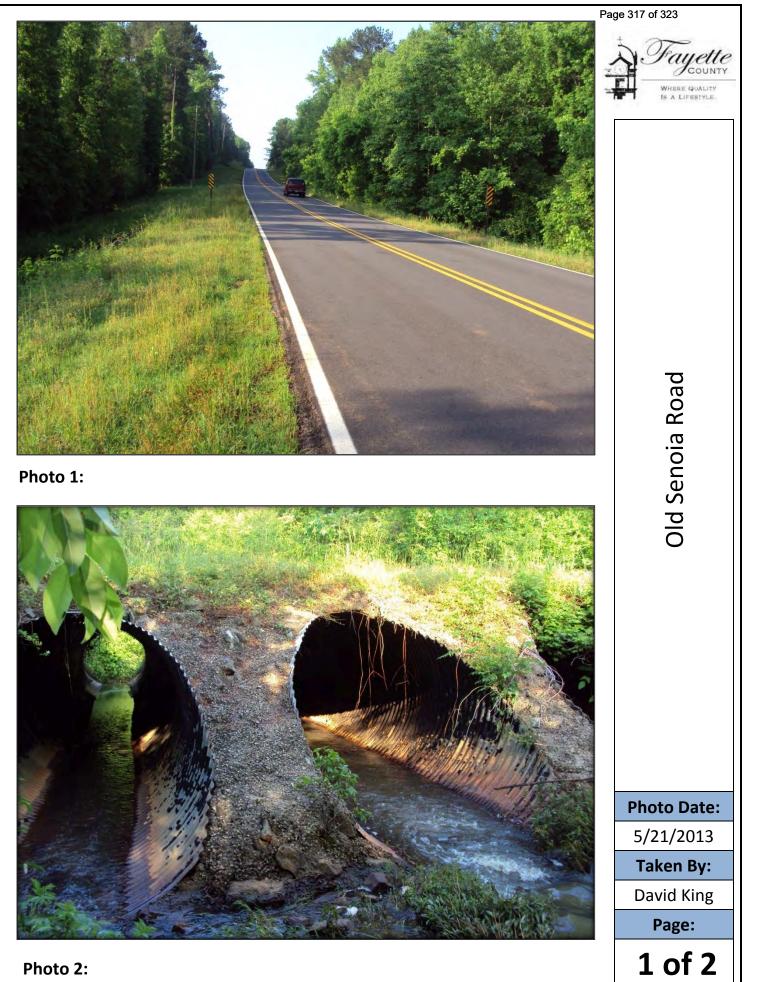
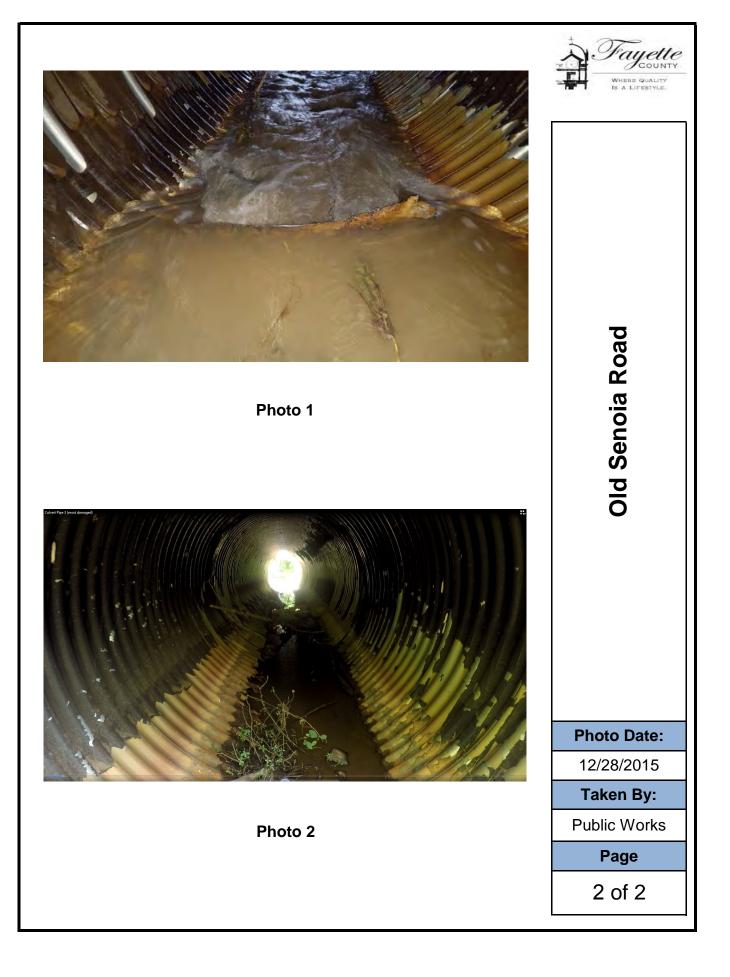
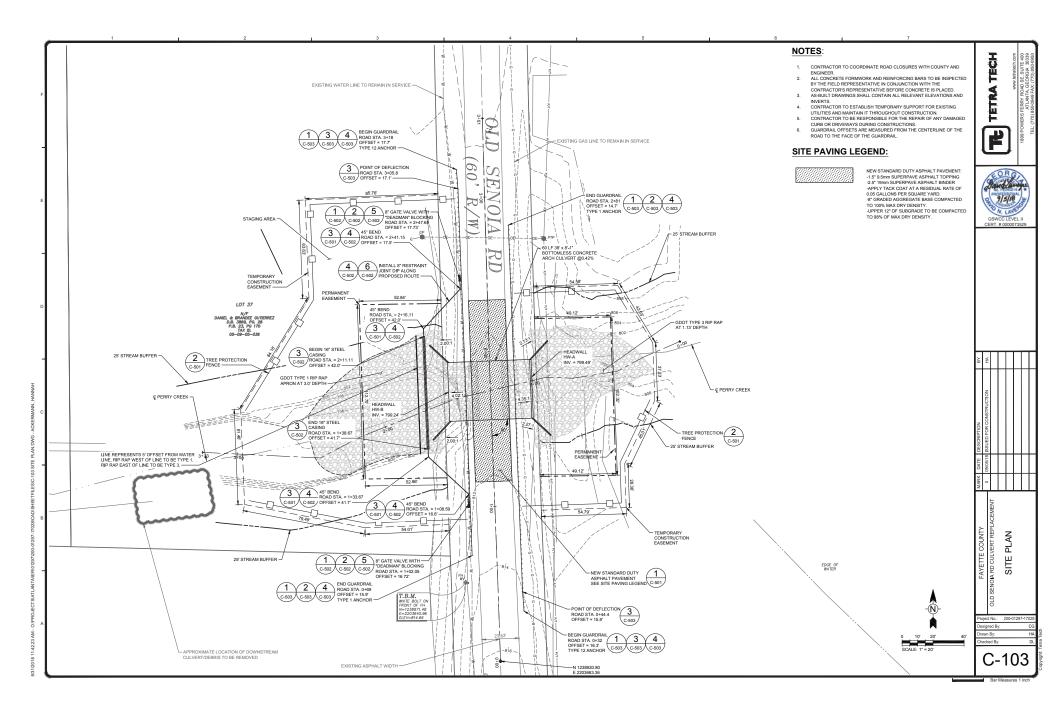


Photo 2:





COUNTY AGENDA REQUEST

Page 320 of 323

Department:	Commissioner	Presenter(s):	Commissioner Cha	arles Rousseau
Meeting Date:	Thursday, November 8, 2018	Type of Request:	New Business #2	.1
Wording for the Agenda:	,	1	,	
Discussion and examinati	on of the benefits of a Grievance R	eview Committee.		
Background/History/Details	S:			
1	•	examination of the benefits of a Griev oyees a added level of confidence th		
forward with a grievance.		aking body, but one that offers recon include the Human Resource, the a round to deal with policy.		
1	take decision making power away rd to address their concerns.	from any authority, but instead offer	an additional avenue	e to encourage
	ng from the Board of Commissioner			
Discussion and examinati	on of the benefits of a Grievance Re	eview Committee.		
l If this item requires funding	n please describe [.]			
Not applicable.				
Has this request been con	sidered within the past two years?	No If so, whe	n?	
Is Audio-Visual Equipment	t Required for this Request?*	No Backup P	rovided with Reques	st? Yes
		Clerk's Office no later than 48 ho udio-visual material is submitted		
Approved by Finance	Not Applicable	Reviewed	l by Legal	
Approved by Purchasing	Not Applicable	County C	lerk's Approval	Yes
Administrator's Approval				
Staff Notes:				1

HR – DISCIPLINE/GRIEVANCE Grievance Policy 428.03

PURPOSE

A grievance is a complaint made by an employee concerning the application of these policies and procedures, unfair treatment, working conditions, or unlawful discrimination affecting the employee's employment with the County.

POLICY

There shall be a consistent process for a County employee to file a grievance.

PROCEDURE

Most employee concerns or complaints can be resolved informally through communications between the employee and his/her supervisor. Accordingly, employees are encouraged to take their complaints to their immediate supervisor and then to upper-management levels to seek a solution. Employees are encouraged to pursue these grievance issues through the grievance procedure.

Definition

A grievance is a claim initiated by an employee and filed on a Grievance Form supplied by the County alleging:

- 1. That the employee's employment or productivity has been adversely affected by unfair treatment;
- 2. Unsafe or unhealthy working conditions;
- 3. Erroneous or capricious application of County policy and procedures; or
- 4. Unlawful discrimination.

Areas That May Not Be Grieved

The following may not be grieved:

- 1. Issues which are pending or have been concluded by other administrative or judicial procedures;
- 2. Work assignments which do not result in a demotion or salary reduction;
- 3. Budget allocations and expectations, and organizational structure, including the person(s) or number of persons assigned to particular jobs or units;
- 4. The content or rating of a performance evaluation; or
- 5. Adverse Actions.

Determination of Grievability

The grievance procedure is commenced by the employee making a request by filling out the Grievance Form supplied by the County for a ruling of grievability from the County Administrator within five (5) work days following the occurrence of the issue being grieved. The County Administrator shall respond in writing within five (5) work days. The written decision shall be provided to the employee and placed in the employee's personnel record.

HR – DISCIPLINE/GRIEVANCE Grievance Policy 428.03

No grievance may be addressed before grievability has been determined. The decision of the County Administrator shall be the Final Decision of the County as to grievability.

Initiating Grievance Procedure

An employee must file a written grievance within five (5) work days of the favorable ruling from the County Administrator as to grievability to their Department Head or Division Director. The Department Head or Division Director shall respond in writing within five (5) work days following receipt of the grievance. The written decision shall be provided to the employee and placed in the employee's personnel record.

Should the grievance remain unresolved after the meeting with the Department Head or Division Director, the employee may present the grievance to the County Administrator. The employee must present a written request to the County Administrator for this review within five (5) work days of the Grievant's receipt of the Division Director's written response. The County Administrator shall review the action taken and issue a written response to the employee within five (5) work days. The written decision shall be provided to the employee and placed in the employee's personnel record. The response from the County Administrator is the Final Decision of the County with respect to the grievance.

Administrator's Report: A



Purchasing Department 140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: October 18, 2018

Subject: Contract 930-P: Preliminary Engineering for Redwine Road Multi-Use Path Supplemental #1: Final Plans, Specifications & Estimates for Local Let

The Board of Commissioners awarded Contract #930-P, Preliminary Engineering for Redwine Road Multi-Use Path, to Heath & Lineback Engineers, Inc. at the meeting of April 23, 2015 for the not-to-exceed amount of \$113,980.48.

At the meeting of June 28, 2018 the Board authorized Heath & Lineback to develop final plans, specifications, and estimates for the county to let an Invitation to Bid for construction. Amendment #1 will add the authorized \$70,080.00 for them to prepare the documents.

Specifics of the contract amendment are as follows:

Contract Name Supplemental Number Contractor Amount of Amendment Budget:	930-P: Transportation Engineer of Record #1: Final Plans, Specifications & Estimates for Local Let Heath & Lineback Engineers, Inc. \$70,080.00			
Fund	322	2017 SPLOST		
Organization Code	32240220	Road SPLOST		
Object Code	541210	Other Improvements		
Project	17TAH	Redwine Road Multi-Use Path		
Available Balance	\$553,807.30	As of 10/18/2018		

the Approved by: Date: