



come to **morrow**
MORROW, GEORGIA

Regular Council Meeting

April 12, 2016

Public Package

CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL

Mayor Jeffrey DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

**Please return to
be viewed by
others**

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Minutes [Pg.7 - 15](#)**

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CITY OF MORROW

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Work Session Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

April 12, 2016

Work Session

5:30 pm

General Discussions

1. Path System Phase III
(Presented by: Andrea Greco, Pond & Company)
2. Budget & Financial Update
(Presented by: Emory McHugh, Accounting Manager)
3. Police & Fire Chief Position
(Presented by: Sylvia Redic, City Manager)

Discussion of Business Item on the Agenda

1. **NEW BUSINESS:**
 1. Interstate Lighting Proposal
 2. GDOT MOU
 3. Siemens Contract
2. **OLD BUSINESS:**
 1. Second Reading of the Ordinance- Environmental Protection Division 2016-03

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA TO PROVIDE FOR NEW STANDARDS RELATING TO THE PLANNING AND DEVELOPMENT OF STREETS, PARKING SPACES,



**AND BUFFERS; TO PROVIDE FOR SEVERABILITY; TO REPEAL
CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES.**

(Presented by: City Attorney Steve Fincher)

3. **ATTORNEY INVOICES FOR REVIEW:**

1. Attorney Fincher Denmark & Minnifield invoice # 2978 dated April 7, 2016 in the amount of \$16,500.60 for period March 1, 2016- March 31, 2016



CITY OF MORROW

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Meeting Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

Regular Meeting

April 12, 2016

Agenda

7:30 pm

CALL TO ORDER:	Mayor Jeffrey A. DeTar
PLEDGE OF ALLEGIANCE:	All
MOMENT OF SILENCE:	Mayor Jeffrey A. DeTar

1. ROLL CALL:

2. CONSENT AGENDA:

1. Approval of March 22, 2016, Regular Meeting Minutes
2. Approval of March 22, 2016, Work Session Minutes
3. Approval of March 22, 2016, Executive Session Minutes
4. Approval of attorney- Fincher Denmark & Minnifield invoice # 2944 dated March 10, 2016 in the amount of \$8,551.67 for period February 5, 2016- February 29, 2016
5. Approval of attorney- L. F. Barnes invoice #100 dated March 1, 2016 in the amount of \$2,720.00 for period February 11, 2016- February 29, 2016

3. MEETING AGENDA:

1. Approval of April 12, 2016 Meeting Agenda

4. PUBLIC COMMENTS ON AGENDA ITEMS:

Public Comments on Agenda Items are limited to only the discussion of new business items on tonight's Agenda. Please fill out a comment card and turn it into the City Clerk if you wish to make a comment.

5. NEW BUSINESS:

1. Interstate Lighting Proposal



2. GDOT MOU

3. Siemens Contract

6. **OLD BUSINESS:**

1. Second Reading of the Ordinance- Environmental Protection Division 2016-03

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA TO PROVIDE FOR NEW STANDARDS RELATING TO THE PLANNING AND DEVELOPMENT OF STREETS, PARKING SPACES, AND BUFFERS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Presented by: City Attorney Steve Fincher)

7. **GENERAL COMMENTS:**

General Comments are any comment that you want to make during Council Meeting. Please fill out a comment card and turn it into the City Clerk if you wish to make a comment.

8. **ADJOURNMENT:**



CITY OF MORROW

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Regular Meeting & Work Session Minutes



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCILMEMBERS

Mayor Jeffrey DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

Regular Meeting

March 22, 2016

Minutes

8:04 pm

Mayor Jeffrey DeTar called the Regular Council Meeting of the Morrow City Council to order at 8:04pm on March 22, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

Mayor Jeffrey DeTar asked everyone to stand for the Pledge of Allegiance followed by a moment of silent reflection.

ROLL CALL:

Mayor Jeffrey DeTar asked **Interim City Clerk Yasmin Julio** to call the roll.

Interim City Clerk Yasmin Julio called the roll and those present were **Mayor Jeffrey DeTar, Mayor Pro Tem Jeanell Bridges, Councilman Christopher Mills, Councilman Larry Ferguson, and Councilwoman Hang Tran**. She stated there was a quorum present.

CONSENT AGENDA:

Mayor Jeffrey DeTar called for a motion to approve the consent agenda.

1. Approval of March 8, 2016, Regular Meeting Minutes
2. Approval of March 8, 2016, Work Session Minutes
3. Approval of attorney Lewis Brisbois Bisgaard & Smith invoice # 1618512 dated February 17, 2016 in the amount of \$170.00 for period of January 6, 2016- January 31, 2016- Special Counsel
4. Approval of attorney Fincher Denmark & Minnifield invoice # 2923 dated February 9, 2016 in the amount of \$2,168.00 for period December 1, 2015- January 15, 2016 for Aviation Fuel Tax
5. Approval of attorney Fincher Denmark & Minnifield invoice # 2922 dated February 9, 2016 in the amount of \$11,374.50 for period January 4, 2016- January 29, 2016



MOTION AND VOTE: Councilman Larry Ferguson made the motion to approve the consent agenda, seconded by Mayor Pro Tem Jeanell Bridges. The motion passed unanimously.

MEETING AGENDA:

Mayor Jeffrey DeTar called for a motion to approve March 22, 2016 Meeting Agenda.

MOTION AND VOTE: Councilman Larry Ferguson made the motion approve the agenda with the amendment to add under New Business item #2 Fireworks Contract, seconded by Mayor Pro Tem Jeanell Bridges. The motion passed unanimously

AWARDS AND RECOGNITION:

Mayor Jeffrey DeTar asked Interim City Clerk Yasmin Julio read the items in this section.

Interim City Clerk Yasmin Julio read the following item:

1. **Proclamations:** for Andrew & Aaron Boyd
(Presented by: Mayor Jeffrey DeTar)

Mayor Jeffrey DeTar presented Andrew & Aaron Boyd each with a proclamation and invited citizens as well as staff to recognize and appreciate both boys for the performance of their civic duty.

PRESENTATION:

Mayor Jeffrey DeTar asked Interim City Clerk Yasmin Julio read the items in this section.

Interim City Clerk Yasmin Julio read the following item:

1. Planning and Zoning Board Meeting Report
(Presented by: Planning and Zoning Board Secretary Marti Tracy)

Planning and Zoning Board Secretary Marti Tracy notified the Council of the retirement of Chair Buck Shirley and advised the Council that the vacated seat leaves an opening to be filled. She also explained that the Planning and Zoning Board recommended the approval of the Environmental Protection Division ordinance. Lastly, she provided Mayor and Council with an invitation to a Planning and Zoning training on May 12, 2016 from 9am to 4pm in the community room.

PUBLIC COMMENTS ON AGENDA ITEMS:

There were no public comments on agenda items.



NEW BUSINESS:

Mayor Jeffrey DeTar asked **Interim City Clerk Yasmin Julio** to read the item in this section.

Interim City Clerk Yasmin Julio read the following item:

1. First Reading of the Ordinance- Environmental Protection Division

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA TO PROVIDE FOR NEW STANDARDS RELATING TO THE PLANNING AND DEVELOPMENT OF STREETS, PARKING SPACES, AND BUFFERS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mayor Jeffrey DeTar made note that since this was only the first reading, there would be no vote on this particular item at this time.

Mayor Jeffrey DeTar asked **Interim City Clerk Yasmin Julio** to read the next item in this section.

Interim City Clerk Yasmin Julio read the following item:

2. Fireworks Contract

Mayor Jeffrey DeTar called for a suggestion for a motion pertaining to the Fireworks Contract, **Attorney Winston Denmark** would be to give authority to City Manager Sylvia Redic to sign the two year Fireworks contract with Atlanta Pyrotechnics International, Inc. to provide Fireworks for the 2016 and 2017 Freedomfest.

MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made a motion, second by **Councilman Larry Ferguson**. The motion passed unanimously.

GENERAL COMMENTS:

Citizen Comments:

Susan Hayden
Wayne Collins

Staff Comments:

City Manager Sylvia Redic



Captain Jeff Moss

- CERT. Team Mass Casualty Summit
- Volunteers certified by Red Cross
- Web EOC

Council members Comments:

Councilwoman Hang Tran
Mayor Pro Tem Jeanell Bridges
Councilman Christopher Mills
Councilman Larry Ferguson
Mayor Jeffrey DeTar

EXECUTIVE SESSION:

Mayor Jeffrey DeTar called for a motion to convene into Executive Session to discuss personnel matters.

MOTION AND VOTE: Councilman Larry Ferguson made a motion, seconded by **Mayor Pro Tem Jeanell Bridges**. The motion passed unanimously.

The Executive Session began at 8:37pm.

Mayor Jeffrey DeTar called for a motion to reconvene the March 22, 2016 Regular Meeting and adjourn the Executive Session.

MOTION AND VOTE: Councilman Larry Ferguson made a motion, seconded by **Councilman Christopher Mills**. The motion passed unanimously.

The Executive Session ended at 9:59pm.

Mayor Jeffrey DeTar called for a motion to approve the March 8, 2016 Executive Session Minutes.

MOTION AND VOTE: Councilman Larry Ferguson made a motion, seconded by **Mayor Pro Tem Jeanell Bridges**. The motion passed unanimously.

Mayor Jeffrey DeTar stated that there was no action taken in Executive Session.

ADJOURNMENT:

Mayor Jeffrey DeTar called for a motion to adjourn the March 22, 2016 Regular Council Meeting.



MOTION AND VOTE: Councilman Larry Ferguson made a motion, seconded by **Mayor Pro Tem Jeanell Bridges**. The motion passed unanimously.

The Regular Council Meeting was adjourned at 10:00 pm.

Approved this 12nd day of April, 2016.

Attest

CITY OF MORROW, GEORGIA

Jeffrey A. DeTar, Mayor

Yasmin Julio, Interim City Clerk

Seal



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

March 22, 2016

Work Session Minutes

6:31 pm

Mayor Jeffrey DeTar called the Work Session to order at 6:31pm on March 22, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

Those present were **Mayor Jeffrey DeTar, Mayor Pro Tem Jeanell Bridges, Councilman Larry Ferguson, Councilman Christopher Mills and Councilwoman Hang Tran..**

General Discussions of Items

1. Interstate Lighting

(Presented by: Gene Edwards, Georgia Power)

Aluminum Wiring

Theft Deterrent devices

LED lighting- Mayor Jeffrey DeTar requested by show of hands all council members who wanted a cost estimate for LED lighting, it was unanimous.

2. Freedomfest Fireworks Contract

3. Morrow Center

Siemens HVAC Scope of Work

Escalation Rule

4. Council Retreat

Saturday, March 26, 2016 8am- TBD at Morrow Center

5. Pay Classification Plan

Recommendation I: Make the Department Head titles listed on the Plan consistent with those titles listed in the Code of Ordinances.

Recommendation II: Move City Clerk to Grade 26 Category.

Recommendation III: Add a new position to the Classification Plan titled Zoning/Code Enforcement Administrator.



Recommendation IV: Amend Plan to include not just one Code Enforcement Officer classifications but two, a level 1 and a level 2.

Recommendation V: Confirm City Manager's nomination Emory McHugh as the Director of Administration.

Recommendation VI: Set the Administration Director Salary.

6. Billboard Design Location

7. Financial Reports

- Monthly**
- Chart by department or cost center or what was budgeted and what was spent.
 - Simple chart of expected revenue vs. actually received or expected to receive by fiscal year
 - Various accounts of city monies and balances
 - Hotel Motel tax & Property tax separate
 - Morrow Center Profit & Loss statement

8. Updated MOU for Morrow TE Path System Phase III Request for a copy of the IGA 2008 SPLOST Discussions

Discussion of Business Item on the Agenda

1. NEW BUSINESS:

1. First Reading of the Ordinance- Environmental Protection Division

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA TO PROVIDE FOR NEW STANDARDS RELATING TO THE PLANNING AND DEVELOPMENT OF STREETS, PARKING SPACES, AND BUFFERS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Attorney Invoices Presented to Council

1. Attorney Invoice- Fincher Denmark & Minnifield invoice # 2944 dated March 10, 2016 in the amount of \$8,551.67 for period February 5, 2016- February 29, 2016
2. Attorney Invoice- L. F. Barnes invoice #100 dated March 1, 2016 in the amount of \$2,720.00 for period February 11, 2016- February 29, 2016



The Work Session was adjourned at 7:49pm.

Approved this 12nd day of April, 2016.

Attest

CITY OF MORROW, GEORGIA

Yasmin Julio, Interim City Clerk

Jeffrey A. DeTar, Mayor



CITY OF MORROW

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Interstate Lighting Proposal

Georgia Power Company

2294 Skelton Road
Gainesville, Georgia 30504
(770) 535-6405 fax (770) 535-6427

INVOICE

Customer

Customer City of Morrow, Georgia
Address 1500 Morrow Rd.
City Morrow State GA 30260
PHONE (770) 961-4002

Date 12/8/2015
Order No. MLMUG 65842
Rep Gene Edwards
FOB Upon Receipt

Qty	Description	Unit Price	TOTAL
	<u>I-75 and Hwy. 54 Interchange</u>		
1	<u>South Bound Side of Interchange:</u> Replace approximately 2875ft. of conductor in existing conduit. Replace 60amp Lighting Contactor at the service point at the top of the ramp. Weld High Mast Doors and Pour 7 concrete protectors on top of Electrical Junction Boxes.	\$32,350.00	\$32,350.00
1	<u>North Bound Side of Interchange:</u> Replace approximately 4360ft. of conductor in existing conduit. Replace 60amp Lighting Contactor at the service point at the top of the ramp. Weld High Mast Doors and Pour 9 concrete protectors on top of Electrical Junction Boxes.	\$41,600.00	\$41,600.00

Payment Details

- Cash
 Check

SubTotal	\$73,950.00
Shipping & Handling	\$0.00
PD	
Tax	
TOTAL	\$73,950.00

Office Use Only

Make checks payable to: **Georgia Power Company**

Questions - Please contact Gene Edwards @ (770) 535-6405



CITY OF MORROW

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MOU for Morrow TE Path System

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

January 5, 2016

The Honorable JB Burke
Mayor, City of Morrow
1500 Morrow Road
Morrow, GA 30260

Subject: Updated Memorandum of Understanding for Continued Interest
PI #0010725, Clayton County – Jesters Creek Trail from I-75 to CR 1348/Morrow Road

Dear Mayor Burke,

In February of 2012, the Georgia Department of Transportation (Department) and your community executed a Memorandum of Understanding (MOU) regarding preliminary engineering expenses for the referenced Transportation Enhancement (TE) project. Per that MOU, this project should have been ready to bid by August of 2014. As of the date of this letter, not all of the preliminary engineering documents have been received or approved by the Department. Therefore, it is necessary to update the MOU.

The Department requests your community sign an updated MOU, confirming continued interest in completing this project. The updated MOU document is attached to this letter. This MOU contains a provision that the project be ready to bid no later than June 30, 2019. Meeting this date will ensure the project is ready for FY 2020 funding. The Department cannot guarantee funding for projects that are not ready to bid by this date. Please return three (3) identical MOUs, all with original signatures, to our program manager, Attn: Ms. Jeanne Kerney, P.E., Moreland Altobelli Associates, 2450 Commerce Drive, Suite 100, Duluth, GA 30096.

In September 2014, the Department sent a letter to all Sponsors explaining current program funding and also introducing project readiness scores. In that letter, we explained all TE projects were given a readiness score that ranges from 1 – 15. In September 2014, your projects readiness score was 2; as of July 2015, your score was 3.

It's our experience that a TE project that does not require right-of-way (ROW) acquisition can be ready for bidding in 12 – 24 months. A TE project which requires ROW acquisition typically takes 18 – 36 months. Sponsors who actively track project progress have the shortest preparation times. We suggest monthly progress meetings with your project designer and quarterly contact with the Department project manager, Ms. Jeanne Kerney, P.E., jkerney@dot.ga.gov, 404-631-1982.

Page 2 of 2
PI #0010725, Clayton County

The Department does recognize that your City's circumstances may have changed since the initial project award. If the timing for this project is no longer acceptable for your City, you may withdraw the project. There is no penalty for withdrawing a project. If you would like to withdraw this project, please contact Ms. Jeanne Kerney at the e-mail address or number above.

Sincerely,



Albert V. Shelby, III
State Program Delivery Engineer

AVS:JK

Attachments

CC: Ms. Sylvia Redic, Grants Administrator, City of Morrow
Moreland Altobelli Associates, Inc. – TE Consultant 
File

TRANSPORTATION ENHANCEMENT MEMORANDUM OF UNDERSTANDING

BETWEEN

The City of Morrow, hereinafter called the "SPONSOR," and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT,"

RELATIVE TO

The SPONSOR assuming responsibility for tasks associated with Preliminary Engineering for project identification number 0010725, hereinafter called the "PROJECT."

WHEREAS the DEPARTMENT and the SPONSOR signed a MEMORANDUM OF UNDERSTANDING, hereinafter called the "AGREEMENT," on February 6, 2012, and established a ready to bid date of August 6, 2014, and the project is currently not ready to bid; and

WHEREAS the DEPARTMENT remains committed to providing the federal-aid funds provided the PROJECT is completed in a timely manner, the DEPARTMENT and SPONSOR are executing this AGREEMENT to validate the continued interest of both parties in executing the PROJECT; and

WHEREAS the PROJECT is a Transportation Enhancement approved for federal-aid funds with a required local match of at least 20% of the PROJECT's Total Cost; and

- I. IT IS THE INTENTION OF THE PARTIES: That the SPONSOR fund 100% of the Preliminary Engineering for the PROJECT; and that the DEPARTMENT may apply said expenditure toward the SPONSOR's local match of the PROJECT's Total Cost, subject to the DEPARTMENT and the Federal Highway Administration's, hereinafter called FHWA, approval.
- II. IT IS AGREED:
 - A. That the SPONSOR certifies that local funds have been budgeted to undertake Preliminary Engineering for the PROJECT; and that an accounting system has been established to track project-specific Preliminary Engineering expenditures.
 - B. That prior to construction of the PROJECT, the SPONSOR will certify, to the DEPARTMENT, the amount of eligible expended funds allowable toward the PROJECT's Total Local Match.
 - C. That if the PROJECT includes structures such as bridges or retaining walls, the SPONSOR will be required to use consultants prequalified with the DEPARTMENT.
- III. IT IS AGREED:
 - A. That construction funding will be dependent upon the SPONSOR receiving historical/environmental clearances through the DEPARTMENT; certifying existing or acquired right of way to the DEPARTMENT; producing a complete set of biddable

- construction plans meeting appropriate safety, access, and design standards; and preparing and forwarding construction bid procedures and documents for the DEPARTMENT's review.
- B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.
 - C. That the SPONSOR's expenditure prior to execution of an AGREEMENT with the DEPARTMENT for construction of the PROJECT shall be at the sole cost and risk to the SPONSOR. Should the SPONSOR or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.
- IV. The SPONSOR shall be responsible for all costs for the continual maintenance and the continual operations of the PROJECT, including any and all sidewalks and the grass strip between the curb and gutter and the sidewalk, within the PROJECT limits.
- V. The SPONSOR shall Certify that they have read and understand the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in attachment A of this AGREEMENT and will comply in full with said provisions.
- VI. The SPONSOR shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter called "AASHTO," the DEPARTMENT's Standard Specifications Construction of Transportation Systems, Current Edition, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR's responsibility for design shall include, but is not limited to, the following items:
- A. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks, and hazardous waste site studies required. The SPONSOR shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.
 - B. Perform all work required to obtain project permits, including, but not limited to, U.S. Army Corps of Engineers Section 404 and Federal Emergency Management Agency, hereinafter called FEMA, approvals. These efforts shall be coordinated with the DEPARTMENT.
 - C. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the FEMA Floodways and acquisition of all necessary permits associated with the drainage design.
 - D. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

Failure of the SPONSOR to follow the DEPARTMENT's Plan Development Process will jeopardize the use of federal funds in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

- VII. All Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area class.
- VIII. The PROJECT construction and right-of-way plans shall be prepared in English units.
- IX. The SPONSOR shall be responsible to perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, Tennessee Valley Authority and United States Army Corps of Engineers permits, Stream Buffer Variances and FEMA approvals. The SPONSOR shall provide all mitigation required for the PROJECT, including, but not limited to, permit related mitigation. All mitigation costs are considered Preliminary Engineering costs. PROJECT permits and non-construction related mitigation must be obtained and completed three (3) months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.
- X. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.
- XI. The SPONSOR shall be responsible for the design of all structures and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The SPONSOR shall perform all necessary survey efforts in order to complete the design of the structure(s) and prepare any required hydraulic and hydrological studies. The final structural plans shall be incorporated into this PROJECT as a part of this AGREEMENT.
- XII. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT.
- XIII. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.
- XIV. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of the right-of-way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right-of-Way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 Code of Federal Regulations, hereinafter called "CFR," 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for

making all changes to the approved right-of-way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the right of way.

- XV. Upon completion and approval of the PROJECT plans and bid documents, the DEPARTMENT will authorize the SPONSOR to advertise the PROJECT for bids. The SPONSOR shall be solely responsible for advertising and awarding the construction contract (subject to the DEPARTMENT's recommendation) for the PROJECT.
- XVI. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.
- XVII. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within thirty (30) days shall cause the SPONSOR to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.
- XVIII. IT IS FURTHER AGREED that the SPONSOR shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancellation of the PROJECT by the SPONSOR without concurrence by the DEPARTMENT, or if the SPONSOR is not compliant with federal laws and regulations.
- XIX. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence. The Sponsor shall have the PROJECT ready to bid no later than June 30, 2019.
- XX. This AGREEMENT is made and entered into in FULTON COUNTY, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the SPONSOR have caused these presents to be executed under seal by their duly authorized representatives. The parties hereto have executed this AGREEMENT, this _____ day of _____, 201_____.

DEPARTMENT OF TRANSPORTATION

SPONSOR

Commissioner

Title

ATTEST:

Witness

Treasurer

Signed, Sealed & Delivered

This___ Day of _____, 20_____.

Notary Public

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employer Tax Number

ATTACHMENT A**CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principle and duly authorized representative of _____
whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

- A. 49 CFR Part 18 Section 36 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement
- B. 23 CFR 635 Subpart A – Contract Procedures

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full such that:

- A. Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- B. The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- C. The governing authority of each local unit of government having expenditures of less than \$ 300,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- D. A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- E. The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. FEDERAL AUDIT REQUIREMENT

The provisions of Office of Management and Budget (OMB) Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

- A. Non-federal entities that expend \$ 300,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.
- B. Non-federal entities that expend less than \$ 300,000 a year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office.
- C. Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.
 - 1. A state or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.
 - 2. Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.
- D. The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

Date

Signature



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: PI 0010725, Clayton County, Jesters Creek
Trail from I-75 to CR 1348/Morrow Road

Name of Contracting Entity: City of Morrow

By executing this affidavit, the undersigned person or entity verifies its compliance with Official Code of Georgia Annotated (OCGA) § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify*, in accordance with the applicable provisions and deadlines established in OCGA § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by OCGA § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

 EEV / E-Verify™ User Identification Number

 Date of Authorization

 BY: Authorized Officer or Agent
 (Contractor Name)

 Date

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

 Notary Public [NOTARY SEAL]

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



CITY OF MORROW

6

Siemens Contract

Siemens Original Contract Amendments Not Included

Scheduled Amendments;

1. 5 year term
2. 1% Escalation increase
3. Annual \$6,600 payment made in one lump sum at the beginning of contract cycle

March 16, 2016

Anou Sothsavath
Director – Public Works Department
City of Morrow
6311-C Murphy Dr.
Morrow, GA 30260

Re: Morrow Conference Center
Subject: Recommissioning, Energy Conservation Measures, Building Management System Upgrades
and HVAC Service Support

Anou:

After reviewing your HVAC controls system at the Morrow Conference Center and re-familiarizing ourselves with the Siemens Insight BMS System at Public Works / City Hall we offer the following for your consideration.

Siemens Integration Process

It is our recommendation to replace the JCI NAE primary controller at the Conference Center and integrate to your existing Siemens Insight BMS System located at Public Works. We include the following scope of work to support this:

1. Replace the JCI NAE controller with a Siemens PXCМ controller with BACnet MS/TP communication. The Siemens PXCМ has the ability to communicate to the (3) JCI RTU's and (22) terminal unit controllers.
2. Develop code necessary orchestrate the operation of the (3) VAV RTU's and (22) terminal units and store in the new PXCМ.
3. Recommission (RCx) the HVAC system. Siemens engineers will develop functional procedures and run the system through a series of tests to correct control sequence issues. This includes performing a well check on the RTU's to determine all is working as expected. Any costs for necessary repairs or replacement parts discovered through this process are not included. Air balancing is not included here.

Energy Conservation Measures and GA Power Utility Rebate

Upon inspection of the operating parameters of the Morrow Center we have identified a number operational savings strategies that when implemented will reduce energy costs and become eligible to receive a Custom Rebate from GA Power. As such we will provide the following scope of work:

1. Develop and implement Energy Conservation strategies based on our current observations.
2. Siemens has submitted and attained the necessary prequalification paperwork with GA Power. Final documentation will need to be submitted by City of Morrow. We will assist you in this process. The custom rebate will be issued directly to Morrow from GA Power and not pass through Siemens.

Upgrade existing Siemens BMS Workstation

The software and PC at Public Works running Insight will need to be upgraded to achieve the above scope of work. This PC is currently operating Siemens V3.9 of Insight and Windows XP on the Insight Workstation. Both software platforms are outdated and no longer manufacturer supported.

We recommend upgrading Insight to the current version V3.14. In order to accomplish this, the PC workstation will need to be upgraded and provided with Windows 7 Pro (see attached minimum specifications). City of Morrow shall provide the PC with Windows software. Siemens will install the Insight upgrade.

Pricing Recap

Extension of Services to Morrow Conference Center	Cost	Annual Energy Savings	Simple Payback (years)
Cost for the above scope of work	\$34,200.00		
>> Pre-qualified GA Power Rebate	(\$4,241.00)		
>> Estimated Annual Energy Savings		\$14,789.00	
Cost after Rebate	\$29,959.00	\$14,789.00	2.03
1st Year HVAC Support Services - See Equipment and Tasking recap in Appendix A.	\$6,600.00		
Purchase Order Amount to Siemens	\$40,800.00		

Clarifications

1. Contingency is not included. We recommend accounting for a small contingency (\$2,500) to cover unforeseen issues that may be discovered through the recommissioning process.
2. Once complete with above scope we will provide (1) 4 hour session of onsite training.
3. Remote access to the Insight server to modify schedules, temperatures, etc. can be accomplished by various remote desktop options. We will assist your IT department with this if needed.
4. Coordination with your IT department will be necessary for the scope above and we assume you will provide this support at no cost to Siemens.
5. A City of Morrow network drop with static IP shall be provided by others to the new Siemens PXCM located in the electrical room of the Conference Center.
6. All work is to be provided during normal working hours (M-F, 7:00 am to 4:30 pm). Any work required to be performed outside of these hours will be at additional cost.
7. One year warranty on parts and labor is included.
8. Pricing is subject to change after 90 days. Payment terms are 30 days net.
9. Pricing includes any applicable taxes and freight costs.
10. The attached terms and conditions apply to this Statement of Work.

We await your approval to proceed with this work. Thank you for this opportunity and please let us know if you have any questions.

Sincerely,

Mark A. Sherry
 Sr. Account Executive

Acceptance

Print Name

Signature *Date*

Title

Purchase Order Number (if required)

Company Name

\$ _____
Purchase Order Amount

Bill to street

Ship to street

Bill to City, State, Zip

Ship to City, State, Zip

Sold to street address

Bill to City, State, Zip

*By signing above I confirm that no additional terms and conditions other than those listed herein are applicable to this purchase.
By leaving the Purchase Order Number blank and not filled in, I acknowledge a Purchase Order Number is not required.*

Article 1: General

1.1 These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal, Advantage Services Agreement, or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the services identified in the Document (the "Services") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 9.2), and Work Product Deliverables (as defined in Section 9.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Services (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

1.2 Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Services.

1.3 The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of Siemens and Customer and signed by duly authorized officers or managers of Siemens and Customer.

1.4 In the event of conflict between the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

1.5 Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

1.6 Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.7 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.8 AFTER THE EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR PERIODS BEGINNING ON THE ANNIVERSARY DATE OF THE INITIAL TERM UNLESS STATED OTHERWISE IN THE DOCUMENT.

1.9 This Agreement is non-cancellable during the Initial Term. Either party, however, may terminate this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of its intent not to renew.

1.10 If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered Equipment" shall mean the equipment expressly identified in the Document upon which Services will be performed. Customer represents at the commencement of this Agreement that, with the exception of Covered Equipment that is an Equipment Deliverable under this Agreement, if any, all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If a fire or life safety system is included as part of the Covered Equipment and does not comply with all applicable codes or if removal of any item of Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take all necessary corrective action, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than Siemens or a person authorized by Siemens, Customer shall immediately notify Siemens in writing, and Siemens reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by Siemens

3.1 Siemens shall only perform the Services identified in this Agreement. Siemens is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.2 Siemens shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.3 Siemens shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or re-commissioning that Siemens reasonably deems necessary; (b) notify Siemens of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events, Siemens may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.4 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. Siemens will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of Siemens, except Hazardous Materials (as defined in Section 10.1), which under all circumstances remain the property and responsibility of Customer.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Siemens, the documents prepared for the Customer represent Siemens' best judgment based on Siemens' experience and the information reasonably available to Siemens at the time that the Services are performed. Customer acknowledges that Siemens does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) other contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by Siemens as part of the Services provided hereunder.

3.7 In the event Energy Management & Controlling ("EMC") is expressly included, Siemens will have a disaster recovery plan and a disaster contingency plan.

3.8 In the event Online Data Backup & Restore Services are expressly included in the Document, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control, fire and life safety, and/or security systems.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to Siemens, shall:

- (a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;
- (b) Provide or arrange without cost all reasonable provisions, means and access for Siemens to the Covered Equipment;
- (c) Permit Siemens to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;
- (d) Furnish Siemens with all available information pertinent to the Services;
- (e) Obtain and furnish to Siemens all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those Siemens has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify Siemens promptly of any site conditions requiring special care; and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Siemens has expressly agreed in this Agreement to give;
- (h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to Siemens any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained herein is proprietary to Siemens and Customer shall not disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). Siemens shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the Covered Equipment any device that interferes with the Services or the proper operation of the Covered Equipment.

4.7 Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control, fire and life safety, and/or security systems for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

4.8 SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.7 OF THIS ARTICLE.

4.9 Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.7 of this Article.

Article 5: Compensation

5.1 THE ANNUAL FEE IS NON- REFUNDABLE EXCEPT AS MAY BE PROVIDED HEREIN.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the scope section of the Document. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during Siemens' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 Siemens shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the agreed start date and annually thereafter on the anniversary of such start date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with Siemens, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer shall pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to Siemens.

5.4 Except to the extent expressly identified in this Agreement, Siemens' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of this Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982-1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Services, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, Siemens shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be

excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by Siemens hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by Siemens. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against Siemens for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.9 herein.

7.2 To the extent that Equipment is a Deliverable as part of the Services under this Agreement, Equipment manufactured by Siemens or bearing its nameplate shall be warranted for the earlier of one (1) year from the date of first beneficial use or from the date of installation to be free from defects. To the extent that Software is a Deliverable as part of the Services for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end-user license agreement (EULA) accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at www.usa.siemens.com/btccpseula (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

7.3 The limited warranties set forth in Sections 7.1. and 7.2 respectively, will be void as to, and shall not apply to, any Services, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident, by Customer or others; (iii) damaged because of any use of the Equipment after Customer has, or should have knowledge of any defect in the Equipment.

7.4 Any claim under the limited warranties granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. As to the Equipment, Customer's sole and an exclusive remedy for any Equipment found to be defective during the warranty period is repair or replacement of the parts or components found to be defective.

7.5 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.6 Customer hereby, for it and any parties claiming under it, releases and discharges Siemens from any liability arising out of all hazards covered by Customer's insurance. All claims against Siemens arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.7 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT CUSTOMER'S SOLE RISK.

7.8 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.9 It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorney's fees) arising out of this Agreement, or out of any Services or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by Siemens from Customer under this Agreement.

7.10 Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation under the warranty hereunder.

7.11 The parties acknowledge that the price which Siemens has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 8: Limitations of Maintenance or Service Obligations

8.1 Unless agreed otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Covered Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Covered Equipment other than by Siemens or its agents.

8.2 Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Covered Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated in the Document; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

8.3 Siemens is not responsible for repairs, replacements or services to Covered Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4

WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/INCENTIVE OR ENERGY/FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: License and Intellectual Property

9.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Services performed by Siemens under this Agreement ("Work Product Deliverables") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

9.2 If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Services ("Instruments") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

9.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Services under this Agreement; or, (iii) if developed while performing the Services under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Services to be provided to the Customer or where such Services comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "Siemens Pre-existing Intellectual Property") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

9.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Services and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("Software Deliverables"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Services are provided.

9.5 The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Services or any other project or purpose, without Siemens' prior express written consent.

9.6 Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

9.7 In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

9.8 Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing the Services under this Agreement.

9.9 Customer acknowledges that all Facilities Data is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

Article 10: Hazardous Materials Provisions

10.1 The Services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by Siemens before its obligations hereunder shall continue.

10.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, Siemens shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, Siemens shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

10.3 Customer warrants that, prior to the execution of this Agreement, it shall notify Siemens in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

10.4 Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 11: Import / Export Indemnity

Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer shall not, at any time, either directly or indirectly, use, export, sell, transfer, assign or otherwise dispose of such Covered Equipment or Services in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER SHALL INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO THE CUSTOMER'S NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 12: Small Business Concern

Siemens shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. Siemens' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A.

1.1 HVAC SERVICES – Morrow Conference Center

1.1.1 Technical Support Services

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day: Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond within 4 hours for critical emergencies, or within 8 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Annual Maintenance

We will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of your equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs during the next operating season. Depending on our findings we may also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment section of this service agreement.

HVAC Air Filter Changing Service

Through this service we will maintain indoor air quality by changing filters and minimizing dust and particles from collecting on ductwork. This service also helps insure proper flow through cooling and heating coils thus preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

Air Cooled Condenser Coil Cleaning

Through this service we will improve airflow across condenser coils, and improve heat transfer. This service will extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash at our discretion based on condition of outside environment and coil accessibility. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Quarterly Inspection

Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

1.1.2 Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

Packaged Rooftop AC Units

Quarterly Maintenance

- Log all operating conditions
- Confirm RTU operation
- Inspect overall condition
- Check refrigerant charge
- Lubricate per OEM recommendations
- Check fan belt
- Check/clean evaporator drain
- Change air filters

Annual Maintenance

- Log all operating conditions
- Confirm RTU operation
- Inspect overall condition
- Check refrigerant charge
- Lubricate per OEM recommendations
- Check fan belt
- Check/clean evaporator drain
- Change air filters
- Clean Condenser Coils

1.2 Maintained Equipment Table

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
HVAC Equipment	Packaged RTU AC units	RTU-1	1	YPAL060N	Morrow Center	York 60 ton
HVAC Equipment	Packaged RTU AC units	RTU-2	1	N0H9154830	Morrow Center	York J18ZJN24
HVAC Equipment	Packaged RTU AC units	RTU-3	1	N0H9161521	Morrow Center	York V34AN54N4
Services (Times per year): Preventive Maintenance Services - Quarterly Maintenance (3) ; Annual Maintenance (1)						

Clarifications

1. Pricing based on BMS Upgrade and Recommissioning project completed at the Morrow Center
2. Siemens Industry, Inc. shall provide the services as outlined in this document and the attached terms and conditions.
3. City water for coil cleaning at the Morrow Center shall be provided by owner. Pricing based on hose bibb located at loading dock of Morrow Center.
4. Services shall be provided at 1180 Southlake Cir #100, Morrow, GA 30260.
5. Any applicable sales taxes and shipping cost are included in the above pricing.
6. Prices quoted are firm for 30 days.
7. This agreement shall remain in effect for an Initial Term of 3 Year beginning 4/1/2016 and from year to year thereafter.
8. 3% escalation fee shall apply at the beginning of each new term.
9. City of Morrow and Siemens reserve the option to cancel the Service Agreement with 30 days notice.
10. All billings shall be made at beginning of cycle.



CITY OF MORROW

7

Ordinance 2016-03

EPD

CITY OF MORROW

STATE OF GEORGIA

ORDINANCE NO. 2016-03

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA TO PROVIDE FOR NEW STANDARDS RELATING TO THE PLANNING AND DEVELOPMENT OF STREETS, PARKING SPACES, AND BUFFERS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Morrow, Georgia (the “City”) are the Mayor and Council thereof;

WHEREAS, the Environmental Protection Division of the Clayton County Water Authority has recommended an update to City ordinances to ensure compliance with new State regulations;

WHEREAS, the amendments contained herein would benefit the health, safety, morals and welfare of the citizens of the City.

THEREFORE, BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW:

SECTION 1. Section 8-6-11, Subparagraph (1)(b) of Chapter 6, Title 8 of the Code of Ordinances of the City of Morrow, Georgia is hereby amended by striking the existing text in its entirety and inserting the following text, in lieu thereof, to read as follows:

- “b. Minor arterial—Minimum of two lanes (26 foot pavement) and 45 feet of right-of-way and desired addition of sidewalks.”

SECTION 2. Section 1103 – Minimum buffer specifications of ARTICLE XI. –

BUFFER AND SCREENING REQUIREMENTS of the Zoning Ordinance of the City of

Morrow, Georgia is hereby amended as follows:

- a. By striking the existing text in Paragraph 5 in its entirety and inserting the following text, in lieu thereof, to read as follows:

“5. Buffers from Wetlands. A fifty (50) foot buffer shall be maintained from the upland boundary of all jurisdictional wetlands, as determined by Federal law, which are contiguous to intermittent or perennial streams.”

- b. By adding a new Paragraph 6 to read as follows:

“6. In other instances, where an incompatible situation is determined, the width of the buffer strip shall be determined by the mayor and council.”

SECTION 3. Section 1202 – Design standards of ARTICLE XII. – PARKING AND

LOADING of the Zoning Ordinance of the City of Morrow, Georgia is hereby amended as

follows:

- a. By amending Paragraph 1 to read as follows:

“1. *Required dimensions for each parking space.* Each full-size automobile parking space shall be not less than nine feet wide and 18 feet in length. Parking spaces for compact and sub-compact cars shall not be less than eight feet wide and 16 feet in length. Adequate interior driveways shall connect each parking space with a public right-of-way.”

- b. By amending Paragraph 4 to read as follows:

“4. *Sharing of required off-street parking spaces.* One-half of the off-street parking spaces required by a use whose peak attendance will be at night or on Sundays may be shared with a use that will be closed at night or on Sundays. Parking requirements for two or more uses of the same or different types may be satisfied by the allocation of a common or collective parking facility. This facility shall not be less than the sum of the requirements for the individual uses computed separately in accordance with the requirements of the zoning district. The combined parking requirements for two (2) or more uses participating in a cooperative parking arrangement may be partially reduced by the city manager or their representative, provided that the uses will not conflict in time of operation or need for the parking spaces and provided that the parking needs of

each use at a given time of day may be adequately met through the parking arrangements.”

c. By adding a new Paragraph 7 to read as follows:

“7. Where a use is located within three hundred (300) feet of a bus stop on an existing city bus stop within the specified area, the number of parking spaces required for such use shall be reduced by four (4) spaces for uses located within the Southlake Mall Ring road corridor.”

SECTION 4. Section 1203 – Minimum offstreet parking and loading requirements of ARTICLE XII. – PARKING AND LOADING of the Zoning Ordinance of the City of Morrow, Georgia is hereby amended by striking the text preceding the chart in its entirety and inserting the following text, in lieu thereof, to read as follows:

“The following are the minimum number of off-street parking spaces and loading stalls required by type of permitted uses. Twenty percent (20%) of the total required parking spaces may be set aside for compact and sub-compact cars. In places of assembly, twenty percent (20%) of the total required parking spaces must be set aside for compact and sub-compact cars. For any use not listed, the planning and zoning board shall determine the proper requirements by classifying the proposed use among the uses specified herein so as to assure equal treatment follows the principles set forth. In making any such determination, the planning and zoning board shall follow the principles set forth at the beginning of this article.”

SECTION 5. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

SECTION 6. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

SECTION 7. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this

Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 8. Except as otherwise provided herein, all ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 9. Penalties in effect for violations of the Zoning Ordinance of the City of Morrow at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

SECTION 10. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

[SIGNATURES ON FOLLOWING PAGE]

ORDAINED this 12th day of April, 2016.

CITY OF MORROW, GEORGIA

JEFFREY A. DETAR, Mayor

ATTEST:

YASMIN JULIO, Interim City Clerk

(Seal)

APPROVED AS TO FORM:

STEVEN FINCHER, City Attorney