

**FULTON COUNTY BOARD OF COMMISSIONERS  
FIRST REGULAR MEETING**

September 3, 2025  
10:00 AM



Fulton County Government Center  
Assembly Hall  
141 Pryor Street SW  
Atlanta, Georgia 30303



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## **A G E N D A**

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**CALL TO ORDER:** Chairman Robert L. Pitts

**ROLL CALL:** Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)  
Bridget Thorne, Commissioner (District 1)  
Bob Ellis, Vice-Chairman (District 2)  
Dana Barrett, Commissioner (District 3)  
Mo Ivory, Commissioner (District 4)  
Marvin S. Arrington, Jr., Commissioner (District 5)  
Khadijah Abdur-Rahman, Commissioner (District 6)

**INVOCATION:** Reverend Clifton Dawkins, Jr., County Chaplain

**PLEDGE OF ALLEGIANCE:** Recite in unison

### **ANNOUNCEMENTS**

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

**CONSENT AGENDA****25-0622 Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

**25-0623 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing "HWPL Georgia Appreciation Day." **(Abdur-Rahman)**  
August 24, 2025

Proclamation recognizing "Melba Moore Appreciation Day." **(Abdur-Rahman)**  
August 30, 2025

Proclamation recognizing "Shirley Jones Appreciation Day." **(Abdur-Rahman)**  
August 30, 2025

Proclamation recognizing "Klymaxx Appreciation Day." **(Abdur-Rahman)**  
August 30, 2025

Proclamation recognizing "Mo'Nique Appreciation Day." **(Abdur-Rahman)**  
August 30, 2025

Proclamation recognizing "Dr. Bill Nelson Appreciation Day." **(Abdur-Rahman)**  
August 30, 2025

**Commissioners' District Board Appointments****25-0624 Board of Commissioners**  
DEVELOPMENT AUTHORITY OF FULTON COUNTY

At the Special Call Meeting, May 30, 1973, the Board of Commissioners appointed seven (7) members to serve on this Authority. In 1992, two more members were added to this board bringing the total to nine (9) members appointed by the Board of Commissioners of Fulton County. Historically, each Commissioner has appointed one person to serve on this board. In addition, two persons are appointed and confirmed by the full Board of Commissioners.

Term = 4 years staggered

Term below expired: 5/31/2025  
David Belle-Isle (**Ellis**)

**Vice Chairman Ellis has nominated Mike Kennedy to a District appointment to a term ending May 31, 2029.**

**Open & Responsible Government****25-0625 Real Estate and Asset Management**

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Medley Johns Creek Phase 2 Owner, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

**25-0626 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 74,286 square feet to Fulton County, a political subdivision of the State of Georgia, from Medley Johns Creek Phase 1 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 1 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097.

**25-0627 Real Estate and Asset Management**

Request approval of a Water Vault Easement Dedication of 2,198 square feet to Fulton County, a political subdivision of the State of Georgia, from Medley Johns Creek Phase 1 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 1 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097.

**25-0628 Real Estate and Asset Management**

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 2325 Old Milton Parkway, Alpharetta, Georgia 30009.

**25-0629 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 2325 Old Milton Parkway, Alpharetta, Georgia 30009.

**Justice and Safety****25-0630 Emergency Services**

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton for the provision of 9-1-1 Emergency Communications Services effective October 1, 2025, through September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year, ending September 30, 2029, with an annual subsidy of \$1,650,000.00. This amount is a revenue increase to Fulton County for services provided.

**25-0631 Emergency Services**

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton, for the provision of the Digital 800 MHz Radio System Access, October 1, 2025 through September 30, 2026 with three (3) automatic renewals commencing October 1 of each successive year, in the amount of \$384,057.00 annually for years 2025 and 2026 and \$407,082.00 for years 2027 and 2028, and for the Records Management System (RMS) in the amount of \$175,904.15 annually covering October 1 - September 30 of each successive year. This amount is a revenue increase to Fulton County for services provided.

**25-0632 Juvenile Court**

Request approval of a recommended proposal - Juvenile Court, 25RFP1403114A-KM, Specific Evidence-Based Delinquency Prevention Programming in an amount not to exceed \$276,616.20 with Evidence-Based Associates, LLC (Atlanta, GA) to provide ART-Aggressive Replacement Therapy; Functional Family Therapy (FFT) and Multisystemic Therapy (MST). Effective July 1, 2025, through June 30, 2026 with two renewal options. This contract is 100% grant funded. No County funding is required.

**FIRST REGULAR MEETING AGENDA****25-0633 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

**25-0634 Clerk to the Commission**

Ratification of Minutes.

First Regular Meeting Minutes, August 6, 2025

Second Regular Meeting Post Agenda Minutes, August 20, 2025

**25-0635 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "Corporal Zahir Muid Appreciation Day."  
(Pitts/Ellis/Thorne/Barrett/Ivory/Abdur-Rahman)

Proclamation recognizing "Recovery Month."  
(Ellis/Ivory/Pitts/Thorne/Barrett/Abdur-Rahman)

Proclamation recognizing "Georgia STAND UP Appreciation Day."  
(Pitts/Ellis/Barrett/Ivory/Abdur-Rahman)

**PUBLIC HEARINGS****25-0636 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

**Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.**

**COUNTY MANAGER'S ITEMS****Open & Responsible Government****25-0637 Finance**

Presentation, review, and approval of September 3, 2025, Budget Soundings and Resolution.

**25-0638 Information Technology**

Request approval to extend an existing contract - Department of Information Technology, State of North Dakota #146 Strategic Assessments, Upgrade of the County's Enterprise Resource Planning Software (ERP) application with International Consulting Acquisition Corp. dba ISG Public Sector (Stamford, CT) in an amount of \$577,190.00 to provide independent verification and validation services during the upgrade. Effective October 1, 2025 to March 31, 2026.

**25-0639 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB146749K1-DB, Abatement and Demolition Services for the Knights Inn & Red Roof Inn Hotels, in the amount of \$1,467,000.00 with Complete Demolition Services, LLC (Carrollton, GA), to provide complete demolition of all buildings and foundations and removal and dumping of all construction demolition debris for the Red Roof Inn Hotel and Knights Inn Hotel. Contractor shall commence work upon issuance of the Notice to Proceed (NTP) and shall substantially complete the Work within 270 calendar days from issuance of the NTP and final completion of Work within 365 days of issuance of the NTP.

**25-0640 Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, North Georgia Fuel Cooperative (NGFC) Contract #BL051-23, Gasoline and Diesel Fuel in an total amount not to exceed \$2,331,442.00 with (A) James River Solutions, LLC, (Ashland, VA) in an amount not to exceed \$940,000.00; (B) Boswell Oil Company (Athens, GA) in an amount not to exceed \$730,721.00; and (C) Sunoco, LP (Dallas, TX) in an amount not to exceed \$660,721.00, to provide gasoline and diesel fuel for Fulton County fleet vehicles. Effective dates: September 1, 2025, through August 31, 2026.

**25-0641 Real Estate and Asset Management**

Request approval of a recommended proposal - Fulton County Department of Real Estate and Asset Management, 24RFP101524K-CRB, Design/Build Services for the Fulton County Renovation of the Public Safety Training Center in the total amount not to exceed \$7,995,009.00 with Hogan Construction Group, LLC/The Collaborative Firm, LLC Joint Venture (Atlanta, GA), to provide Design-Build Services ("D/B Services") for the Renovation and Retrofit of the two-story building located at 1281 Fulton Industrial Boulevard, Atlanta, GA 30336 to accommodate the Fulton County Public Safety Training Center (PSTC). Effective upon issuance of Notice to Proceed (NTP) with substantial completion of the Work within two hundred ninety (290) calendar days and final completion of the Work within three hundred calendar (300) days.

**Health and Human Services****25-0642 Public Works**

Request approval to increase spending authority - Public Works, 22ITB136990K-JA, Standby Miscellaneous Construction, Water System Services in an amount not to exceed \$1,040,711.28 with Wade Coots Company, Inc. (Austell, GA) to provide miscellaneous construction services for the Fulton County water distribution network. Effective upon BOC approval.

**25-0643 Public Works**

Request approval to increase spending authority - Public Works, 22ITB136990K-JA Standby Miscellaneous Construction, Water System Services in an amount not to exceed \$848,021.76 with Site Engineering, Inc (Atlanta, GA), to provide miscellaneous construction services for the Fulton County water distribution network. Effective upon BOC approval.

**COMMISSIONERS' ACTION ITEMS****25-0644 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for Magistrate Court in the amount of \$611,939.00, based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0645 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Office of the Public Defender, Atlanta Judicial Circuit, in the amount of \$4,897,313.00, based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0646 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the department of Senior Services in the amount of \$294,000.00, based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0647 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the department of Community Development in the amount of \$1,000,000.00, based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0648 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the department of Arts and Culture in the amount of \$1,700,000.00, based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

**25-0649 Board of Commissioners**

Request approval of the appointment of Jason Frazier and Julie Adams to the Board of Registration and Elections. **(Thorne/Ellis)**

**EXECUTIVE SESSION****25-0650 Board of Commissioners**

Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

**ADJOURNMENT**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0623

**Meeting Date:** 9/3/2025

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Proclamations for Spreading on the Minutes.

Proclamation recognizing "HWPL Georgia Appreciation Day." **(Abdur-Rahman)**  
August 24, 2025

Proclamation recognizing "Melba Moore Appreciation Day." **(Abdur-Rahman)**  
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August 30, 2025

Proclamation recognizing "Dr. Bill Nelson Appreciation Day." **(Abdur-Rahman)**  
August 30, 2025





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0624

**Meeting Date:** 9/3/2025

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

**DEVELOPMENT AUTHORITY OF FULTON COUNTY**

At the Special Call Meeting, May 30, 1973, the Board of Commissioners appointed seven (7) members to serve on this Authority. In 1992, two more members were added to this board bringing the total to nine (9) members appointed by the Board of Commissioners of Fulton County. Historically, each Commissioner has appointed one person to serve on this board. In addition, two persons are appointed and confirmed by the full Board of Commissioners.

Term = 4 years staggered

Term below expired: 5/31/2025

David Belle-Isle (**Ellis**)

**Vice Chairman Ellis has nominated Mike Kennedy to a District appointment to a term ending May 31, 2029.**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0625

**Meeting Date:** 9/3/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Medley Johns Creek Phase 2 Owner, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

### Requirement for Board Action

Pursuant to the Rules of the Georgia Department of Public Health for On-Site Sewage Management Systems, § 511-3-1-.03(a)(1), any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

**Scope of Work:** The Department of Real Estate and Asset Management, DREAM, and the Department of Public Works, in accordance with County Policy and the Statute of Frauds, request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with Medley Johns Creek Phase 2 Owner, LLC.

Georgia Department of Public Health Rules require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public service system.

Medley Johns Creek Phase 2 Owner, LLC, the Owner of the real property located at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, Medley Johns Creek Phase 2 Owner, LLC, and future owners that may acquire the Development at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

**Community Impact:** The Department of Public Works has confirmed that if this Agreement is approved, the County's sewer system will not be adversely impacted and can continue to be properly maintained.

**Department Recommendation:** The Department of Real Estate and Asset Management accepts the Department of Public Works' conclusion to accept the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement and recommends its approval.

**Project Implications:** Approval of this Agreement will not restrict sewer services or Fulton County's access to the sewer line for necessary maintenance.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording, please return to:

Fulton County  
c/o Department of Real Estate and Asset Management  
Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, Georgia 30303  
Parcel Number: 11 106003990399

Cross Reference:  
Book 69211, Page 633  
Book 67662 Page 602

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE  
AND REPAIR AGREEMENT**

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MEDLEY JOHNS CREEK PHASE 2 OWNER, LLC**, a Delaware limited liability company ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH :**

**WHEREAS**, Owner is the owner of certain real property located on Land Lots 3988 and 399 of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

**WHEREAS**, Owner wishes to make improvements to the Development so as to provide for public and private use of the Development; and

**WHEREAS**, a portion of said improvements includes the installation of a sanitary sewer system to provide potable sanitary sewer to serve the users of and visitors to the Development; and

**WHEREAS**, County is the owner and operator of the Fulton County Sanitary Sewer System (the "System") which is permitted by the Georgia Environmental Protection Division ("EPD") as a Public Sanitary Sewer System allowed to provide sanitary sewer service to the public through a distribution system of sanitary sewer pipe lines and appurtenances; and

**WHEREAS**, EPD regulations require that where a permitted public sanitary sewer system is available, development and property requiring a sanitary sewer shall receive sanitary sewer service through an extension of the public service system; and

**WHEREAS**, Owner, for its own convenience and interests, intends to install, or has installed, a sanitary sewer system that does not conform to County standards with respect to accessibility for maintenance and repair and/or other standards not believed to affect the quality of the sewer system; and

**WHEREAS**, Owner intends to install, or has installed, a sanitary sewer system primarily on private property as opposed to within the public right-of-way where public sanitary sewer systems are more commonly installed with adequate access for operation, maintenance and repair; and

**WHEREAS**, the foregoing conditions require more explicit definitions of the responsibilities of both County and Owner, as well as future property owners within the Development that will be served by the Sanitary Sewer System.

**NOW, THEREFORE**, for and in consideration of the benefits to the Development and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County do hereby agree, covenant and declare the following terms and conditions to apply to the Development. These terms and conditions shall be binding on all persons claiming under and through Owner.

1. **Grant of System Ownership:** Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.
2. **Extent of System:** Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and is in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.
3. **Warranty:** Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

service. Owner further agrees that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-conforming materials or the application of non-specified construction practices or methods. Owner shall release, indemnify, defend and hold harmless Fulton County, its officers, employees, assigns and agents, from and against any losses, claims, damages, liabilities, costs and expenses arising from said installation due to the negligence of Owner, its contractor(s), their agents, or employees.

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 69211, Page(s) 633**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
  
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
  
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 69211 Page 633** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted thereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the Development of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

(i) Multi-family: Owners of multi-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County shall perform or cause to be performed through a contractor, maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. Owner shall bear sole responsibility for the cost of all such maintenance, repairs and improvements. The cost shall be added to the fee for providing sanitary sewer service and billed to the account(s) servicing the Development; singularly for any single account serving the development or divided equally among all active accounts should a singular account not exist. Costs shall be established as accrued in the County's work order system for County performed work or as charged by a contractor using fees established through the County's procurement system. Such costs shall include the cost to restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Notwithstanding any other remedies available to the County pursuant to applicable state and/or local law, Owner's failure to pay the cost of such maintenance or repair may result in the interruption of sanitary sewer service. Notwithstanding the foregoing, sanitary sewer meters installed by the County shall be the County's responsibility to maintain and repair. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(ii) Single-family: Owners of single-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County, at County's cost and expense, shall perform or cause to be performed through a Contractor; maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. County hereby covenants and agrees that it shall be responsible for and carry out any and all maintenance or repair to the Easement necessitated or caused by the use of the Easement by County, its agents, contractors and employees for the specific purpose defined in this Agreement. After any exercise of County's rights under this Agreement, County shall, at its expense, promptly restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County standard details. Maintenance responsibly by County for individual sanitary sewer service lines shall extend only to the end of the sanitary sewer mains (normally 8-inches or larger). Responsibility for any maintenance beyond the clean-out will be borne by the individuals being served. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(b) Commercial/Mixed-Use Developments: Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall

promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County and city standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary Sewer Resources Unit of any proposed maintenance at 404-612-3061 in North Fulton and 404-612-3163 in South Fulton. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

- 8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the

sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner: Medley|Johns CreekePhasee2 Owner, LLC  
 c/o Toro Development, LLC  
 6200 Avalon Boulevard  
 Alpharetta, Georgia 30009 Vicky Boyce  
 Attn: John Kelley and Vicky Boyce  
 E-mail: john.kelley@torodevco.com  
 Vicky.boyce@torodevco.com  
 vco.c

County: David Clark, P.E.  
 Director, Department of Public Works 141  
 Pryor Street, S.W.  
 Suite 6001  
 Atlanta, GA 30303

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.
13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.
14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.
15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.
16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.
23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.
24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof
25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

Tyler Hancock  
Unofficial Witness

**OWNER**

**MEDLEY JOHNS CREEK PHASE 2  
OWNER, LLC**, a Delaware limited liability company

Vicky M  
Signature (Authorized Party to Bind Owner Entity)

Vicky Boyce, Authorized Signatory  
Signatory's Name and Title (printed)

Mary Christine Evans  
Notary Public  
My Commission Expires: 3/31/26

Owner's Address: c/o Toro Development  
6200 Avalon Boulevard  
Alpharetta, Georgia 30009

(Notary Seal)

(Notary Stamp)



[Signatures continued on next page.]

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2025 in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
Y. Soo Jo, County Attorney

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

## EXHIBIT "A"

**The rights, easements and obligations granted herein pertain only to that portion of the Medley Johns Creek Development which is located on the Property described below:**

## Tract 2

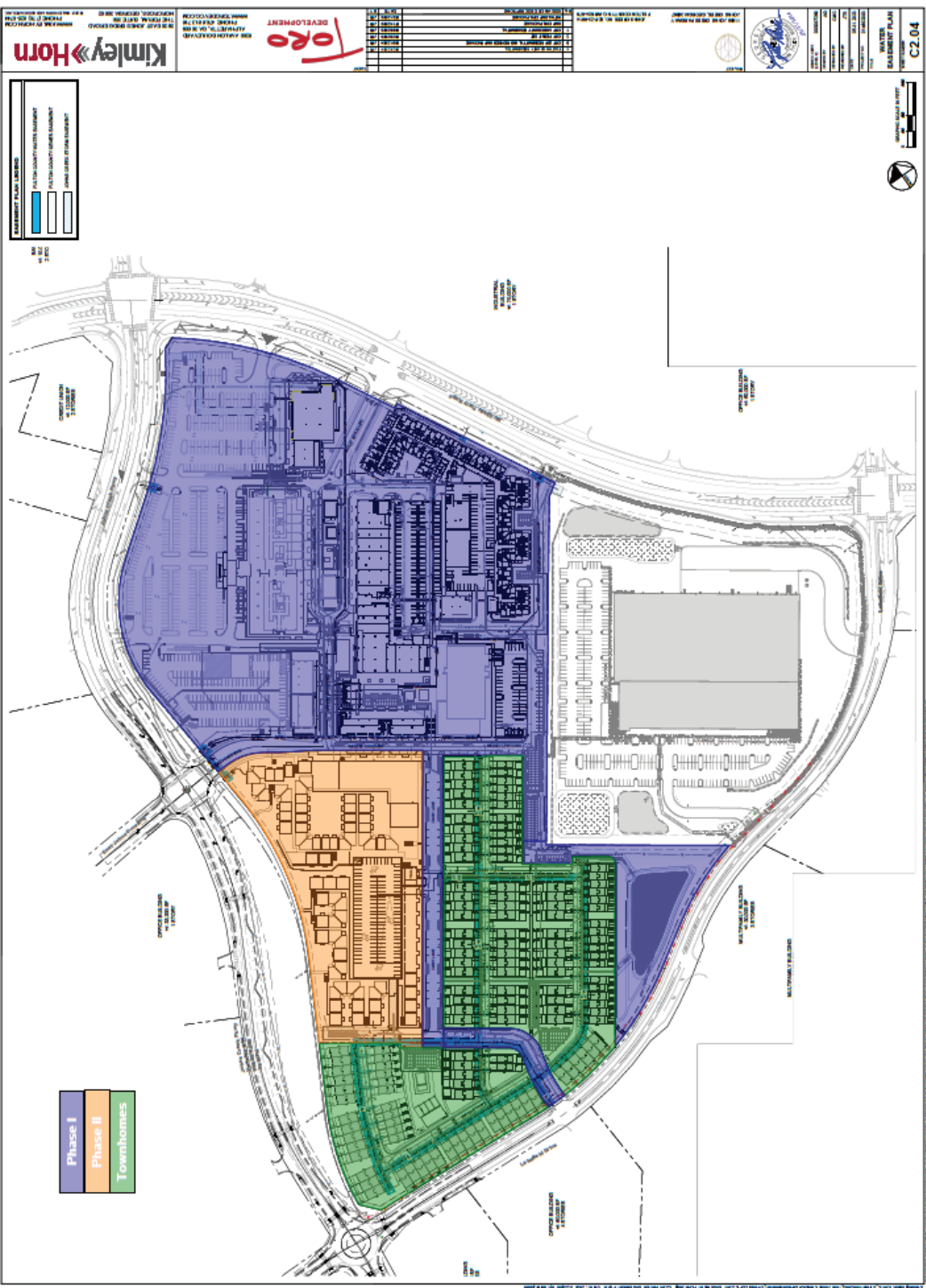
All that tract or parcel of land lying and being in Land Lots 398 and 399 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

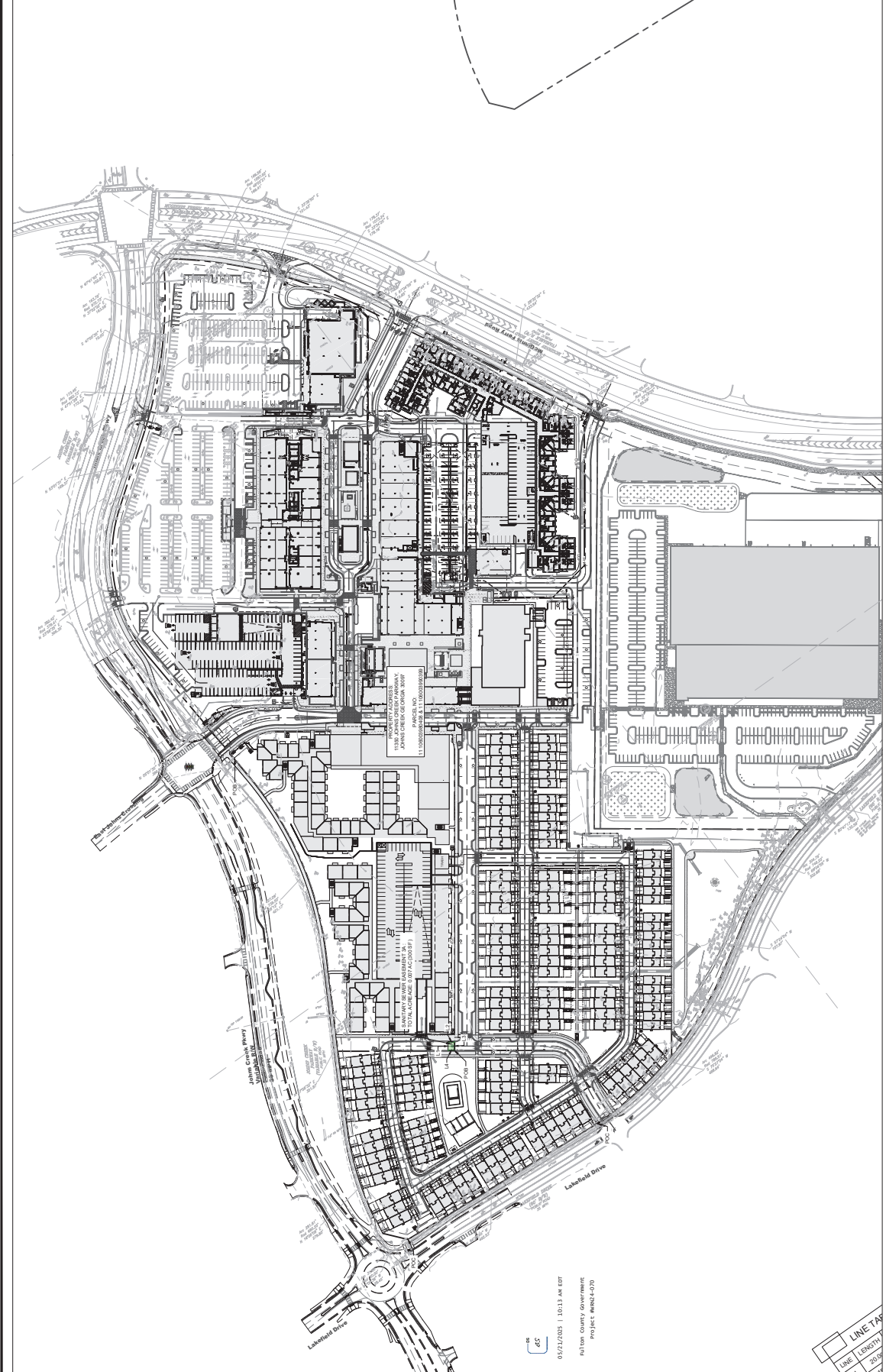
To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South  $67^{\circ} 41' 45''$  West a distance of 38.05 feet to an iron pin set; thence South  $67^{\circ} 41' 45''$  West a distance of 31.97 feet to an iron pin set; thence running along the southeasterly and easterly proposed Right of Way of Johns Creek Parkway the following courses: along a curve to the right an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of South  $35^{\circ} 39' 57''$  West, and a chord length of 144.63 feet) to a point; thence running along an arc to the right an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of South  $46^{\circ} 26' 01''$  West, and a chord length of 227.48 feet) to a point; thence South  $53^{\circ} 01' 31''$  West a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of South  $23^{\circ} 58' 36''$  West, and a chord length of 338.23 feet) to a point; thence South  $05^{\circ} 01' 35''$  East a distance of 263.98 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and leaving the proposed Right of Way of Johns Creek Parkway thence North  $84^{\circ} 58' 25''$  East a distance of 20.15 feet to an iron pin set; thence running along a curve to the right an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of South  $75^{\circ} 01' 53''$  East, and a chord length of 104.63 feet) to an iron pin set; thence South  $55^{\circ} 02' 11''$  East a distance of 44.68 feet to an iron pin set; thence South  $58^{\circ} 52' 25''$  East a distance of 82.18 feet to an iron pin set; thence South  $55^{\circ} 02' 11''$  East a distance of 272.98 feet to an iron pin set; thence South  $34^{\circ} 57' 49''$  West a distance of 745.51 feet to an iron pin set; thence North  $55^{\circ} 02' 11''$  West a distance of 59.15 feet to an iron pin set; thence North  $30^{\circ} 21' 57''$  East a distance of 13.05 feet to a point; thence North  $55^{\circ} 02' 11''$  West a distance of 200.03 feet to an iron pin set on the southeasterly proposed Right of Way of Johns Creek Parkway; thence running along the proposed Right of Way the following courses: North  $27^{\circ} 58' 31''$  East a distance of 221.97 feet to a point; thence running along a curve to the left an arc length of 431.99 feet, (said curve having a radius of 750.00 feet, with a chord bearing of North  $11^{\circ} 28' 28''$  East, and a chord length of 426.04 feet) to a point; thence North  $05^{\circ} 01' 35''$  West a distance of 87.73 feet to the TRUE POINT OF BEGINNING.

Said tract contains 5.860 Acres (255,281 Square Feet).

Parcel Number: 11 106003990399

THE PORTION LABELED AS “PHASE II” AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAIN ON SUCH PLAN.





K:\ATL\_Civil\1014602003\_Toro Johns Creek\CAD\Exhibits\2025-02-10 Easement Exhibits\Toro MF Subdivision\Toro MF Subdivision Sewer Easements.dwg Exhibit Feb 11, 2025 8:51am by: alex.gallegos

02/11/2025 1:10:13 AM EDT  
P:\ton County government  
PROJECT: MW24-070

LINE TABLE	
LINE	LENGTH
1-1	20.4
1-2	1.0
1-3	1.0



GRAPHIC SCALE IN FEET  
0 50 100 200



3830 EAST JONES BRIDGE ROAD THE FORUM, SUITE 350 NORCROSS, GEORGIA 30092  
PHONE: 770.825.0744 [www.kimley-horn.com](http://www.kimley-horn.com)

TITLE:  
**MULTI-FAMILY SEWER  
EASEMENT EXHIBIT**

PROJECT:  
**MEDLEY-JOHNS CREEK  
TOWN CENTER**

CLIENT:  
**TORO DEVELOPMENT  
COMPANY**

JOB NUMBER: 014602003  
SCALE: 1" = 100'  
DATE: 02/11/2025  
SHEET: EXHIBIT A

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN, IS PRESENTED FOR REVIEW AS AN INSTRUMENT OF SERVICE. IN WITNESS WHEREOF, THE ENGINEER HAS HEREON SET HIS HAND AND SEAL ON THE DATE INDICATED. PROJECT NO. 2024-070. PREPARED BY: ALEX GALLEGOS, P.E. (1014602003). CHECKED BY: ALEX GALLEGOS, P.E. (1014602003). DATE: 02/11/2025.

K:\ATL\_Civil\014602003\_Toro Johns Creek\CAD\Exhibits\2025-02-07 Easement Exhibits\Toro MF Subdivision\Sewer\Toro MF Subdivision Sewer Easements.dwg Legal Description Feb 10, 2025 4:05pm by: alex.gallegos

SANITARY SEWER EASEMENT 3A:

BEGINNING AT THE SOUTHWESTERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399 THENCE SOUTH 86°28'45" EAST FOR A DISTANCE OF 460.84 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 782.51 FEET, AN ARC LENGTH OF 34.15 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°44'56" EAST FOR A CHORD DISTANCE OF 34.15 FEET TO A POINT; THENCE NORTH 00°47'35" WEST FOR A DISTANCE OF 11.64 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 424.50 FEET, AN ARC LENGTH OF 128.91 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°54'24" EAST FOR A CHORD DISTANCE OF 128.42 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 35.50 FEET, AN ARC LENGTH OF 44.39 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°12'53" WEST FOR A CHORD DISTANCE OF 41.55 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 218.81 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 14.50 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 15.00 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.007 ACRES (300 SF) MORE OR LESS.



05/21/2025 | 10:13 AM EDT

Fulton County Government

Project #WRN24-070

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	N34°57'48.98"E
L2	15.00	S55°02'11.02"E
L3	20.00	S34°57'48.98"W
L4	15.00	N55°02'11.02"W

**Kimley»Horn**

3930 EAST JONES BRIDGE ROAD  
THE FORUM, SUITE 350  
NORCROSS, GEORGIA 30092  
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT:

MEDLEY-JOHNS  
CREEK TOWN  
CENTER

TITLE:

MULTI-FAMILY  
SANITARY SEWER  
LEGAL DESCRIPTIONS  
AND L&C TABLE

CLIENT:

TORO  
DEVELOPMENT  
COMPANY

JOB NO.: 014602003

SCALE: N.T.S

DATE: 02/10/2025

SHEET:  
EXHIBIT 27





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0626

**Meeting Date:** 9/3/2025

---

### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sewer Easement Dedication of 74,286 square feet to Fulton County, a political subdivision of the State of Georgia, from Medley Johns Creek Phase 1 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 1 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097.

### Requirement for Board Action

Fulton County Code Appendix B, Article XXXIV - Development Regulations, Section 34.4.1 Land disturbance permit prerequisites.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

**Scope of Work:** The proposed Medley Johns Creek Phase 1 Project, a mixed-use development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 74,286 square feet and is located in Land Lots 398, 399, 400, 403, 404, and 405 of the 1st District, 1st Section of Fulton

County, Georgia.

**Community Impact:** The community will benefit from the extension of the County's sewer system and the addition of a mixed-use development.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

**Project Implications:** Easement dedications by the owner of record to Fulton County are made a part of public records and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

**Fiscal Impact / Funding Source**

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

\*\*\*THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION\*\*\*

Return Recorded Document to:  
Fulton County Land Division  
141 Pryor Street, S.W. – Suite 8021  
Atlanta, Georgia 30303

Project Name : Medley Johns Creek Phase 1  
Tax Parcel Identification No.: 11 106003990399  
Land Disturbance Permit No.: WRN24-070  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**SEWER LINE EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 17th day of April, 2025, between  
Medley Johns Creek Phase 1 Owner, LLC, a limited liability company duly  
organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and  
**FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents,  
the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the  
construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject  
property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and  
conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and  
assigns the right, title, and privilege of an easement on subject property located in land lot(s) 398, 399, 400, 403, 404 and 405 of the  
District, 1st and 1st Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Medley Johns Creek Phase 1

*Project Name*

**[ See Exhibit "A" attached hereto and made a part hereof ]**

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

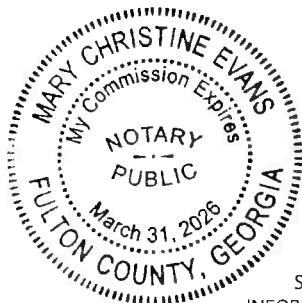
**IN WITNESS HEREOF** said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 17  
day of April 20 25  
in the presence of:

Tyler Hancock  
Witness

Mary Christine Evans  
Notary Public

[NOTARIAL SEAL]



GRANTOR: Medley Johns Creek Phase 1 Owner, LLC, a Delaware limited liability company

By: Vicky M  
Print Name: Vicky Boyce  
Title: Authorized Signatory

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

## EXHIBIT "A"

**The Sewer Easement granted herein pertains only to that portion of the Sewer Easement Plan which is located on the Property described below:**

### Tract 1

**All that tract or parcel of land lying and being in Land Lots 398, 399, 400, 403, 404 and 405 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:**

To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and running along the southwesterly proposed Right of Way of McGinnis Ferry Road the following courses: thence running along a curve to the right an arc length of 434.61 feet, (said curve having a radius of 1005.00 feet, with a chord bearing of South 40° 55' 29" East, and a chord length of 431.23 feet) to a point; thence South 28° 32' 10" East a distance of 160.00 feet to an iron pin set; thence North 61° 27' 50" East a distance of 13.00 feet to an iron pin set; thence South 28° 32' 10" East a distance of 444.22 feet to an iron pin set; thence leaving said proposed Right of Way and running South 58° 15' 59" West a distance of 38.07 feet to an iron pin set; thence South 35° 28' 20" West a distance of 873.20 feet to a mag nail set; thence South 54° 47' 00" East a distance of 460.71 feet to an iron pin set on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the left an arc length of 242.74 feet, (said curve having a radius of 752.20 feet, with a chord bearing of South 66° 37' 31" West, and a chord length of 241.69 feet) to a point; thence South 57° 24' 04" West a distance of 107.97 feet to a point; thence running along a curve to the right an arc length of 233.61 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 65° 57' 13" West, and a chord length of 232.75 feet) to an iron pin set; thence leaving proposed Right of Way and running North 34° 57' 50" East a distance of 458.80 feet to an iron pin set; thence North 34° 56' 27" East a distance of 3.50 feet to a point; thence running along a curve to the left an arc length of 23.56 feet, (said curve having a radius of 15.00 feet, with a chord bearing of North 10° 02' 11" West, and a chord length of 21.21 feet) to a point; thence North 55° 02' 11" West a distance of 93.00 feet to a point; thence South 34° 57' 49" West a distance of 19.01 feet to a point; thence North 55° 02' 11" West a distance of 125.00 feet to a point; thence North 34° 57' 49" East a distance of 270.50 feet to a point; thence North 55° 02' 11" West a distance of 198.00 feet to a point; thence South 34° 57' 49" West a distance of 682.50 feet to a point; thence South 55° 02' 11"

51756869.1



05/20/2025 | 3:00 PM EDT

Fulton County Government

Project #WRN24-070

East a distance of 165.81 feet to a point; thence running along a curve to the right an arc length of 105.66 feet, (said curve having a radius of 84.50 feet, with a chord bearing of South 19° 12' 53" East, and a chord length of 98.91 feet) to a point; thence along a curve to the left an arc length of 114.03 feet, (said curve having a radius of 375.50 feet, with a chord bearing of South 07° 54' 24" West, and a chord length of 113.60 feet) to a point; thence South 00° 47' 35" East a distance of 11.63 feet to a point on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the right an arc length of 49.01 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 89° 12' 26" West, and a chord length of 49.00 feet) to a point; thence leaving the proposed Right of Way and running North 00° 47' 35" West a distance of 11.63 feet to a point; thence running along a curve to the right an arc length of 128.91 feet, (said curve having a radius of 424.50 feet, with a chord bearing of North 07° 54' 24" East, and a chord length of 128.42 feet) to a point; thence along a curve to the left an arc length of 44.39 feet, (said curve having a radius of 35.50 feet, with a chord bearing of North 19° 12' 53" West, and a chord length of 41.55 feet) to a point; thence North 55° 02' 11" West a distance of 218.81 feet to a found; thence North 34° 57' 49" East a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 272.98 feet to an iron pin set; thence North 58° 52' 25" West a distance of 82.18 feet to an iron pin set; thence North 55° 02' 11" West a distance of 44.68 feet to an iron pin set; thence running along a curve to the left an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of North 75° 01' 53" West, and a chord length of 104.63 feet) to an iron pin set; thence South 84° 58' 25" West a distance of 20.15 feet to an iron pin set on the easterly proposed Right of Way of Johns Creek Parkway; thence running along said proposed Right of Way the following courses: North 05° 01' 35" West a distance of 263.98 feet to a point; thence running along a curve to the right an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of North 23° 58' 36" East, and a chord length of 338.23 feet) to a point; thence North 53° 01' 31" East a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of North 46° 26' 01" East, and a chord length of 227.48 feet) to a point; thence along a curve to the left an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of North 35° 39' 57" East, and a chord length of 144.63 feet) to a point on the aforementioned miter; thence running along said miter North 67° 41' 45" East a distance of 31.97 feet to the TRUE POINT OF BEGINNING.

Said tract contains 24.533 Acres (1,068,642 Square Feet).

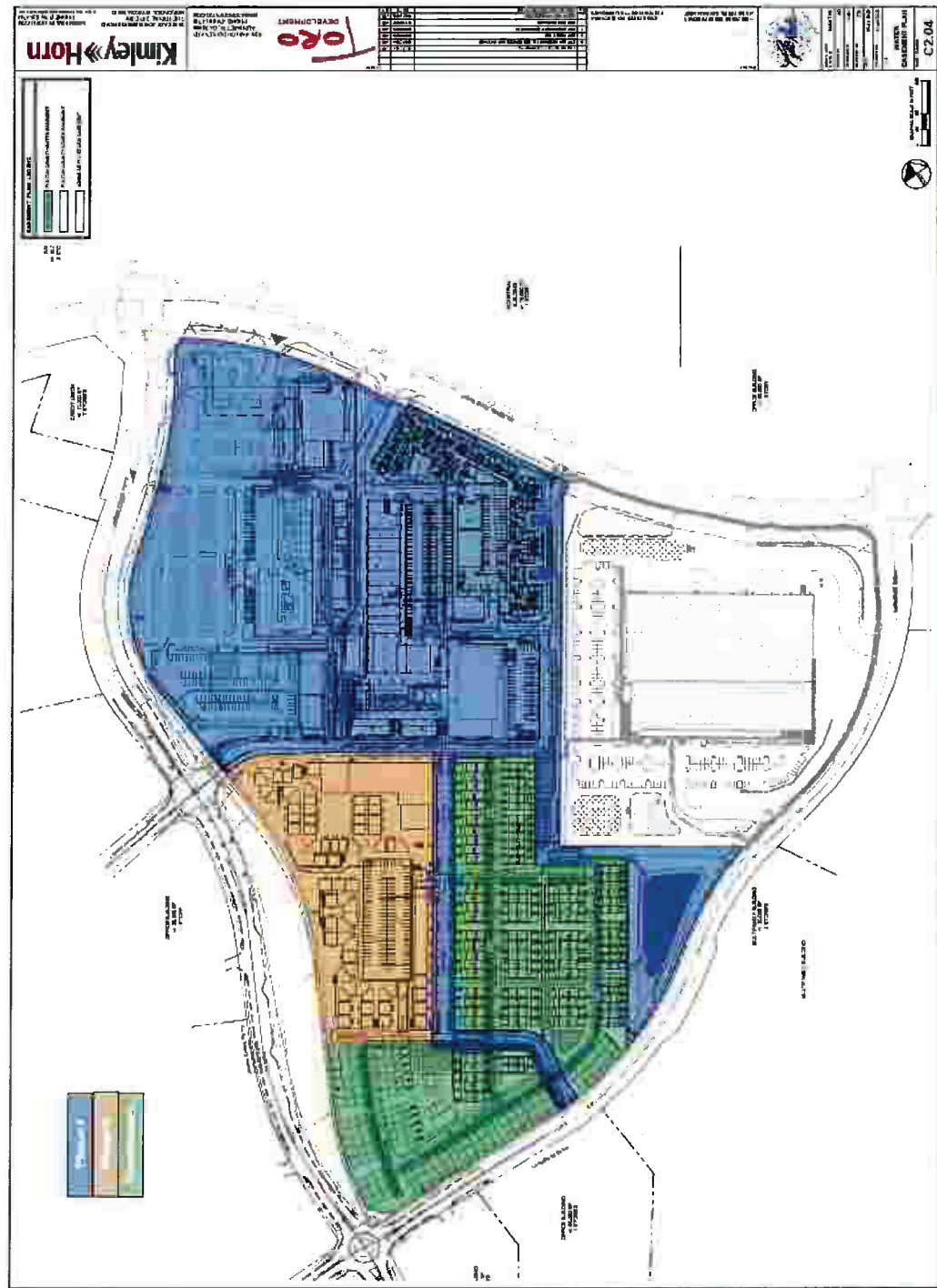


05/20/2025 | 3:00 PM EDT

Fulton County Government



Project #WRN24-070

THE PORTION LABELED AS "PHASE II" AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAID ON SUCH PLAN.





01  
02/20/2023 1:06 PM  
P:\Toro Johns Creek  
PRINCE PHILIP-025



GRAPHIC SCALE IN FEET  
0 50 100 200



3000 EAST JONES BRIDGE ROAD THE FORUM, SUITE 350 NORCROSS, GEORGIA 30092  
PHONE 770.625.0744 [www.kimley-horn.com](http://www.kimley-horn.com)

TITLE: TORO MEDLEY  
MIXED-USE SEWER  
EASEMENT EXHIBIT

PROJECT: MEDLEY-JOHNS CREEK  
TOWN CENTER

CLIENT: TORO  
DEVELOPMENT  
COMPANY

JOB NUMBER 014602003  
SCALE 1" = 100'  
DATE 02/10/2025  
SHEET EXHIBIT A

THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN & ASSOCIATES, INC. THE FINAL DESIGN SHALL BE THE RESPONSIBILITY OF THE CLIENT. KIMLEY-HORN & ASSOCIATES, INC. 2021

LINE AND CURVE TABLE			
NO	DELTA OR BVC	RADIUS	LENGTH
C1	34°46' 59" 00"	15.00'	12.30'
C2	34°27' 18" 04"	989.31'	48.12'
C3	34°52' 56" 52"	991.25'	97.18'
C4	34°27' 33" 25"	991.25'	130.80'
C5	34°49' 28" 46"	343.39'	157.91'
C6	34°47' 42" 00"	343.39'	290.87'
L1	S 53°02' 11" E		145.50'
L2	S 53°02' 11" E		14.50'
L3	N 34°57' 49" E		14.50'
L4	S 34°57' 49" E		14.50'
L5	S 53°02' 11" E		35.32'
L6	S 53°02' 11" E		55.48'
L7	S 44°33' 13" E		76.02'
L8	S 2°35' 14" E		5.98'
L9	S 84°42' 14" E		20.11'
L10	S 11°09' 54" E		23.73'
L11	N 84°42' 14" W		23.73'
L12	N 88°42' 35" W		23.47'
L13	N 10°20' 44" E		19.80'
L14	S 86°30' 49" E		23.40'
L15	N 2°35' 14" W		66.01'
L16	N 44°33' 13" W		45.97'

LINE AND CURVE TABLE			
NO	DELTA OR BVC	RADIUS	LENGTH
L17	N 55°02' 11" W		199.95'
L18	N 34°57' 49" E		20.00'
L19	N 34°57' 49" E		21.53'
L20	S 55°02' 11" E		107.53'
L21	S 32°56' 02" W		3.00'
L22	S 53°45' 41" E		233.27'
L23	S 88°12' 59" E		26.96'
L24	S 34°47' 00" E		30.76'
L25	S 88°25' 44" W		54.40'
L26	N 55°46' 41" W		239.90'
L27	S 32°56' 02" W		3.00'
L28	N 55°02' 11" W		7.06'
L29	N 55°02' 11" W		89.50'
L30	S 55°02' 11" E		150.72'
L31	S 34°57' 49" W		15.50'
L32	S 34°57' 49" W		15.50'
L33	S 55°02' 11" E		20.00'
L34	N 34°57' 49" E		15.50'
L35	S 55°02' 11" E		117.40'
L36	N 34°57' 49" E		321.00'
L37	N 55°02' 11" W		319.95'

LINE AND CURVE TABLE			
NO	DELTA OR BVC	RADIUS	LENGTH
L38	N 54°57' 48" E		372.31'
L39	N 55°02' 11" W		20.00'
L40	S 54°57' 48" W		133.31'
L41	S 55°02' 11" E		319.99'
L42	S 34°57' 48" W		281.00'
L43	N 55°02' 11" W		268.12'
L44	N 55°02' 11" W		214.03'
L45	N 30°02' 05" E		319.31'
L46	N 14°54' 47" W		54.85'
L47	N 34°57' 48" E		285.64'
L48	N 34°58' 50" W		19.59'
L49	S 34°54' 51" W		284.97'
L50	S 14°54' 47" E		54.84'
L51	S 30°01' 11" W		525.01'
L52	S 55°02' 11" E		234.05'
L53	S 55°02' 11" E		57.63'
L54	S 55°02' 11" E		31.86'
L55	N 34°57' 48" E		20.00'
L56	N 55°02' 11" W		105.99'
L57	N 55°02' 11" W		219.31'

DATE: 05/20/2023 11:00 PM EDT  
AUTHOR: JAMES GILBERT  
PROJECT: 014602003

LINE AND CURVE TABLE			
NO	DELTA OR BVC	RADIUS	LENGTH
L58	N 77°48' 35" W		47.93'
L59	N 45°38' 13" E		117.00'
L60	S 77°48' 35" E		51.33'
L61	S 59°02' 11" E		225.10'
L62	S 34°52' 49" W		174.97'
L63	S 55°02' 11" E		20.00'
L64	N 34°57' 49" E		174.91'
L65	N 45°16' 58" E		113.99'
L66	S 53°01' 31" W		189.35'
L67	N 53°27' 26" E		244.45'
L68	N 10°19' 52" E		76.72'
L69	N 15°46' 18" E		55.40'
L70	N 30°27' 35" E		114.83'
L71	S 53°01' 35" E		181.98'
L72	N 2°59' 43" W		223.16'

**Kimley»Horn**  
3300 EAST JONES BRIDGE ROAD THE FORUM, SUITE 350 NORCROSS, GEORGIA 30092  
PHONE 770.825.0744 www.kimley-horn.com

TITLE: **TORO MEDLEY  
MIXED-USE SEWER  
L&C TABLE**

PROJECT: **MEDLEY-JOHNS CREEK  
TOWN CENTER**

CLIENT: **TORO  
DEVELOPMENT  
COMPANY**

JOB NUMBER: 014602003  
SCALE: 1"=1.5'  
DATE: 05/16/2023  
SHEET: EXHIBIT B

THIS DOCUMENT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC PURPOSES AND NOT FOR ANY OTHER PURPOSES. IT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM KIMLEY-HORN AND ASSOCIATES, INC.

:ATL\_Civil\014602003\_Toro Johns Creek\CAD\Exhibits\2025-02-07 Easement Exhibits\Toro Mixed Use Subdivision\Sewer\Toro Medley Mixed Use Sewer Easements.dwg Legal Description 1 Feb 10, 2025 1:54pm by: alex.gallegos

**SANITARY SEWER EASEMENT 2A:**

BEGINNING AT THE SOUTHWESTERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399, THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 991.71 FEET, AN ARC LENGTH OF 104.62 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°30'28" WEST FOR A CHORD DISTANCE OF 104.57 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 77°48'39" WEST FOR A DISTANCE OF 47.93 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 991.71 FEET, AN ARC LENGTH OF 40.12 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°41'20" WEST FOR A CHORD DISTANCE OF 40.11 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 991.75 FEET, AN ARC LENGTH OF 97.18 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°39'18" WEST FOR A CHORD DISTANCE OF 97.14 FEET TO A POINT; THENCE NORTH 45°38'13" EAST FOR A DISTANCE OF 117.00 FEET TO A POINT; THENCE SOUTH 77°48'39" EAST FOR A DISTANCE OF 51.33 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 225.30 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 174.91 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 174.91 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 57.63 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 33.86 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 105.09 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 240.91 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.27 ACRES (11,780 SF) MORE OR LESS.

**SANITARY SEWER EASEMENT 2B:**

BEGINNING AT THE NORTH WEST SIDE SIDE OF THE PROPERTY AT N34.062531 , W84.162888 THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 93.55 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 15.50 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 117.40 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 321.00 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 319.99 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 312.31 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 332.31 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 319.99 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 281.00 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 268.12 FEET TO A POINT; THENCE NORTH 55°02'13" WEST FOR A DISTANCE OF 214.03 FEET TO A POINT; THENCE NORTH 35°00'05" EAST FOR A DISTANCE OF 315.31 FEET TO A POINT; THENCE NORTH 14°54'47" WEST FOR A DISTANCE OF 54.85 FEET TO A POINT; THENCE NORTH 34°54'55" EAST FOR A DISTANCE OF 285.64 FEET TO A POINT; THENCE NORTH 54°58'59" WEST FOR A DISTANCE OF 19.99 FEET TO A POINT; THENCE SOUTH 34°54'54" WEST FOR A DISTANCE OF 294.97 FEET TO A POINT; THENCE SOUTH 14°54'47" EAST FOR A DISTANCE OF 54.84 FEET TO A POINT; THENCE SOUTH 35°00'11" WEST FOR A DISTANCE OF 326.01 FEET TO A POINT; THENCE SOUTH 55°02'13" EAST FOR A DISTANCE OF 234.05 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 150.72 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 15.50 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.98 ACRES (42,522 SF) MORE OR LESS.

**SANITARY SEWER EASEMENT 2C:**

BEGINNING AT THE SOUTHWESTERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399, THENCE SOUTH 86°28'45" EAST FOR A DISTANCE OF 460.84 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 782.51 FEET, AN ARC LENGTH OF 83.16 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°32'35" EAST FOR A CHORD DISTANCE OF 83.12 FEET TO A POINT; THENCE NORTH 00°47'35" WEST FOR A DISTANCE OF 11.64 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 375.50 FEET, AN ARC LENGTH OF 68.32 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'08" EAST FOR A CHORD DISTANCE OF 68.22 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE SOUTH 11°09'54" WEST FOR A DISTANCE OF 20.11 FEET TO A POINT; THENCE NORTH 84°42'14" WEST FOR A DISTANCE OF 23.73 FEET TO A POINT; THENCE NORTH 86°42'36" WEST FOR A DISTANCE OF 25.47 FEET TO A POINT; THENCE NORTH 10°20'44" EAST FOR A DISTANCE OF 19.80 FEET TO A POINT; THENCE SOUTH 86°30'48" EAST FOR A DISTANCE OF 23.40 FEET TO A POINT; THENCE NORTH 02°35'14" WEST FOR A DISTANCE OF 66.01 FEET TO A POINT; THENCE NORTH 44°33'13" WEST FOR A DISTANCE OF 45.97 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 199.99 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 146.50 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 14.50 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 14.50 FEET TO A POINT; THENCE SOUTH 55°02'01" EAST FOR A DISTANCE OF 35.32 FEET TO A POINT; THENCE SOUTH 44°33'13" EAST FOR A DISTANCE OF 55.48 FEET TO A POINT; THENCE SOUTH 02°35'14" EAST FOR A DISTANCE OF 76.02 FEET TO A POINT; THENCE SOUTH 84°42'14" EAST FOR A DISTANCE OF 5.98 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.18 ACRES (7,877 SF) MORE OR LESS.

DS 05/20/2025 | 3:00 PM EDT Project #WRN24-070  
BS  
Fulton County Government



3930 EAST JONES BRIDGE ROAD  
THE FORUM, SUITE 350  
NORCROSS, GEORGIA 30092  
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT:  
**MEDLEY-JOHNS  
CREEK TOWN  
CENTER**

TITLE:  
**MEDLEY MIXED USE  
SEWER LEGAL  
DESCRIPTIONS**

CLIENT:  
**TORO  
DEVELOPMENT  
COMPANY**

JOB NO.: 014602003  
SCALE N.T.S.  
DATE 02/10/2025  
SHEET  
**EXHIBIT C**

:IATL\_Civil\014602003\_Toro Johns Creek\CAD\Exhibits\Toro Mixed Use Subdivision\Sewer\Toro Medley Mixed Use Sewer Easements.dwg Legal Description 2 Feb 10, 2025 1:55pm by: alex.gallegos

**SANITARY SEWER EASEMENT 2D:**

BEGINNING AT THE SOUTHWESTERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399, THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 670.00 FEET, AN ARC LENGTH OF 258.83 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°54'29" EAST FOR A CHORD DISTANCE OF 257.23 FEET TO A POINT; THENCE NORTH 27°58'31" EAST FOR A DISTANCE OF 384.97 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 750.00 FEET, AN ARC LENGTH OF 431.99 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°28'28" EAST FOR A CHORD DISTANCE OF 426.04 FEET TO A POINT; THENCE NORTH 05°01'35" WEST FOR A DISTANCE OF 169.73 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 02°59'42" WEST FOR A DISTANCE OF 221.16 FEET TO A POINT; THENCE NORTH 10°19'52" EAST FOR A DISTANCE OF 76.72 FEET TO A POINT; THENCE NORTH 15°46'18" EAST FOR A DISTANCE OF 55.40 FEET TO A POINT; THENCE NORTH 30°27'35" EAST FOR A DISTANCE OF 114.83 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 349.39 FEET, AN ARC LENGTH OF 290.87 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°52'39" WEST FOR A CHORD DISTANCE OF 282.55 FEET TO A POINT; THENCE SOUTH 05°01'35" EAST FOR A DISTANCE OF 181.98 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.06 ACRES (2,637 SF) MORE OR LESS.

**SANITARY SEWER EASEMENT 2E:**

BEGINNING AT THE NORTHWESTERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399, THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 991.71 FEET, AN ARC LENGTH OF 144.74 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°40'00" WEST FOR A CHORD DISTANCE OF 144.61 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 991.75 FEET, AN ARC LENGTH OF 97.18 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°39'18" WEST FOR A CHORD DISTANCE OF 97.14 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 45°16'58" EAST FOR A DISTANCE OF 113.99 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 991.75 FEET, AN ARC LENGTH OF 130.81 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°14'26" WEST FOR A CHORD DISTANCE OF 130.71 FEET TO A POINT; THENCE SOUTH 53°01'31" WEST FOR A DISTANCE OF 169.35 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 349.39 FEET, AN ARC LENGTH OF 57.91 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 48°10'40" WEST FOR A CHORD DISTANCE OF 57.84 FEET TO A POINT; THENCE NORTH 53°27'25" EAST FOR A DISTANCE OF 244.46 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.04 ACRES (1,593 SF) MORE OR LESS.

**SANITARY SEWER EASEMENT 2F:**

BEGINNING AT THE WESTERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399,, THENCE SOUTH 54°47'00" EAST FOR A DISTANCE OF 30.76 FEET TO A POINT; THENCE SOUTH 88°25'44" WEST FOR A DISTANCE OF 58.40 FEET TO A POINT; THENCE NORTH 53°46'41" WEST FOR A DISTANCE OF 239.90 FEET TO A POINT; THENCE SOUTH 32°52'02" WEST FOR A DISTANCE OF 3.00 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 7.06 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 12.30 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°32'37" WEST FOR A CHORD DISTANCE OF 11.96 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 89.50 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 21.23 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 107.53 FEET TO A POINT; THENCE SOUTH 32°52'02" WEST FOR A DISTANCE OF 3.00 FEET TO A POINT; THENCE SOUTH 53°46'41" EAST FOR A DISTANCE OF 233.27 FEET TO A POINT; THENCE SOUTH 88°12'59" EAST FOR A DISTANCE OF 26.96 FEET TO A POINT. SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.18 ACRES (7,877 SF) MORE OR LESS.

DS  
BS 05/20/2025 | 3:00 PM EDT  
Fulton County Government

Project #WRN24-070

**Kimley»Horn**

3930 EAST JONES BRIDGE ROAD  
THE FORUM, SUITE 350  
NORCROSS, GEORGIA 30092  
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT:

MEDLEY-JOHN'S  
CREEK TOWN  
CENTER

TITLE:

MEDLEY MIXED USE  
SEWER LEGAL  
DESCRIPTIONS

CLIENT:

TORO  
DEVELOPMENT  
COMPANY

JOB NO. 014602003

SCALE: N.T.S.

DATE: 02/10/2025

SHEET:

EXHIBIT D

THIS DOCUMENT, TOGETHER WITH THE EXHIBITS AND DESIGNS PREPARED HEREON, IS A REPRESENTATION OF SERVICE PROVIDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF ANY INFORMATION ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2017

CONSENT JOINDER TO  
SEWER LINE EASEMENT

The Development Authority of Fulton County (the “DAFC”) is the owner of the fee simple interest in the property subject to Lease Agreement by and between DAFC and Medley Johns Creek Phase 1 Owner, LLC dated December 1, 2024 (the “Lease”) as evidenced by that Short Form Lease Agreement recorded in Deed Book 68498, page 97 of the Fulton County Georgia records. DAFC hereby consents and joins in the execution of the within and foregoing Sewer Line Easement for purposes of evidencing its agreement thereto.

Notwithstanding the foregoing or anything to the contrary contained herein or in the Sewer Line Easement, nothing in this Consent or the Sewer Line Easement shall be deemed to (i) increase the liability of DAFC or (ii) restrict or subordinate the Unassigned Rights (as defined in the Lease) of DAFC. Further notwithstanding anything to the contrary contained herein or in the Sewer Line Easement, DAFC makes no representations or warranties regarding the status of its title in the Project (as defined in the Lease) or any encumbrances thereon.

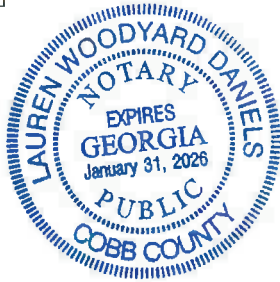
[Signature on the following page.]

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the DAFC this 22 day of May, 2025.

Signed, sealed and delivered in  
the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My commission expires: 01/31/26  
[NOTARIAL SEAL]



DEVELOPMENT AUTHORITY OF  
FULTON COUNTY

By: [Signature]  
Name: Kwanza Hall  
Title: Chairman  
[CORPORATE SEAL]



CONSENT JOINDER TO  
SEWER LINE EASEMENT

Synovus Bank ("Synovus") is the Grantee of that Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement granted by Development Authority of Fulton County dated December 1, 2024 and recorded in Deed Book 68498, page 108 of the Fulton County Georgia records. Synovus hereby consents and joins in the execution of the within and foregoing Sewer Line Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the Synovus this 22 day of May, 2025.

Signed, sealed and delivered in  
the presence of:

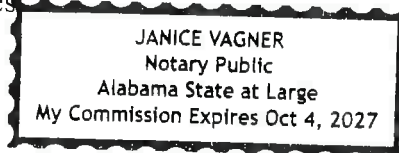
SYNOVUS BANK

Natasha Sid  
Unofficial Witness

By: [Signature]  
Name: Dante Matthews  
Title: SVP

[CORPORATE SEAL]

Janice Vagner  
Notary Public  
My commission expires  
[NOTARIAL SEAL]



CONSENT TO  
SEWER LINE EASEMENT

Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa ("Banco Inbursa") is the Grantee of that Amended and Restated Fee and Leasehold Deed to Secure Debt, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing granted by Development Authority of Fulton County, Medley Johns Creek Phase 1 Owner, LLC, and Medley Johns Creek Phase 2 Owner, LLC dated December 5, 2024 and recorded in Deed Book 68498, page 149 of the Fulton County Georgia records. Banco Inbursa hereby consents in the execution of the within and foregoing Sewer Line Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by Banco Inbursa this 2<sup>nd</sup> day of May, 2025.

Signed, sealed and delivered in  
the presence of:

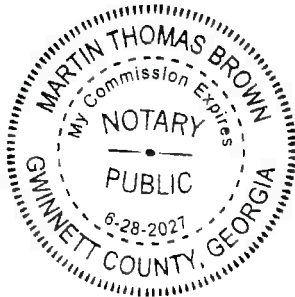
Christine A. Hilleland  
Unofficial Witness

Martin Thomas Brown  
Notary Public  
My commission expires: 6-28-2027  
[NOTARIAL SEAL]

**BANCO INBURSA, S.A., INSTITUCIÓN DE  
BANCA MÚLTIPLE, GRUPO FINANCIERO  
INBURSA**, an entity formed under the laws of the  
United Mexican States

By: **TRIMONT LLC**, its servicer

By: [Signature]  
Name: Brad Bullock  
Title: Authorized Signatory  
[CORPORATE SEAL]







# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 25-0627

**Meeting Date:** 9/3/2025

---

### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Water Vault Easement Dedication of 2,198 square feet to Fulton County, a political subdivision of the State of Georgia, from Medley Johns Creek Phase 1 Owner, LLC, for the purpose of constructing the Medley Johns Creek Phase 1 Project at 11660 Johns Creek Parkway, Johns Creek, Georgia 30097.

### Requirement for Board Action

Board Action is required pursuant to Appendix B, Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, Fulton County Code Sec. 1-117 grants the BOC exclusive control over the property of the County to make such rule and regulations for the promotion of health, as are not inconsistent with law and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

**Scope of Work:** The proposed Medley Johns Creek Phase 1 Project, a mixed-use development, requires a water line easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s)

where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 2,198 square feet and is in Land Lots 398, 399, 400, 403, 404, and 405 of the 1st District, 1st Section of Fulton County, Georgia.

**Community Impact:** The community will benefit from the extension of the County's water system and the addition of a mixed-use development.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

**Project Implications:** Easement dedications by the legal owner of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed on the owner's property.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

\*\*\*THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION\*\*\*

Return Recorded Document to:  
Fulton County Land Division 141  
Pryor Street, S.W. - Suite 8021  
Atlanta, Georgia 30303

Project Name: Medley Johns Creek Phase 1  
Tax Parcel Identification No.: 11 106003990399  
Land Disturbance Permit No.: WRN24-070  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**WATER VAULT EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 17th day of April, 20 25, between Medley Johns Creek Phase 1 Owner, LLC, a limited liability company duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 398, 399, 400, 403, 404 and 405 of the 1st District, 1st Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Medley Johns Creek Phase 1

\_\_\_\_\_  
*Project Name*

**[ See Exhibit "A" attached hereto and made a part hereof ]**

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, installation, access, maintenance and upgrade of a water vault, water meter and appurtenances according to the location and size of said water vault, water meter and appurtenances

appurtenances as shown on the map on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water vault, water meter and appurtenances within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on the water vault structure, water meter and appurtenances on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey this easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water vault easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the installation, access, upgrade or maintenance of said water vault, water meter and appurtenances for the use of the property as herein agreed.

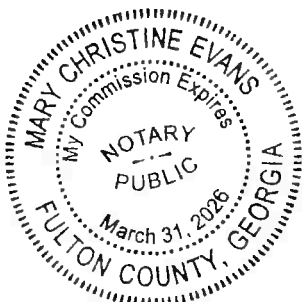
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 17  
day of April, 2025  
in the presence of:

Tyler Hancock  
Witness

Mary Christine Evans  
Notary Public

[NOTARIAL SEAL]



GRANTOR: Medley Johns Creek Phase 1 Owner, LLC, a Delaware limited liability company

By: Vicky Boyce

Print Name: Vicky Boyce

Title: Authorized Signatory

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

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

Title: \_\_\_\_\_

[CORPORATE SEAL]

EXHIBIT "A"

**The Water Vault Easement granted herein pertains only to that portion of the Water Easement Plan which is located on the Property described below:**

Tract 1

All that tract or parcel of land lying and being in Land Lots 398, 399, 400, 403, 404 and 405 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and running along the southwesterly proposed Right of Way of McGinnis Ferry Road the following courses: thence running along a curve to the right an arc length of 434.61 feet, (said curve having a radius of 1005.00 feet, with a chord bearing of South 40° 55' 29" East, and a chord length of 431.23 feet) to a point; thence South 28° 32' 10" East a distance of 160.00 feet to an iron pin set; thence North 61° 27' 50" East a distance of 13.00 feet to an iron pin set; thence South 28° 32' 10" East a distance of 444.22 feet to an iron pin set; thence leaving said proposed Right of Way and running South 58° 15' 59" West a distance of 38.07 feet to an iron pin set; thence South 35° 28' 20" West a distance of 873.20 feet to a mag nail set; thence South 54° 47' 00" East a distance of 460.71 feet to an iron pin set on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the left an arc length of 242.74 feet, (said curve having a radius of 752.20 feet, with a chord bearing of South 66° 37' 31" West, and a chord length of 241.69 feet) to a point; thence South 57° 24' 04" West a distance of 107.97 feet to a point; thence running along a curve to the right an arc length of 233.61 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 65° 57' 13" West, and a chord length of 232.75 feet) to an iron pin set; thence leaving proposed Right of Way and running North 34° 57' 50" East a distance of 458.80 feet to an iron pin set; thence North 34° 56' 27" East a distance of 3.50 feet to a point; thence running along a curve to the left an arc length of 23.56 feet, (said curve having a radius of 15.00 feet, with a chord bearing of North 10° 02' 11" West, and a chord length of 21.21 feet) to a point; thence North 55° 02' 11" West a distance of 93.00 feet to a point; thence South 34° 57' 49" West a distance of 19.01 feet to a point; thence North 55° 02' 11" West a distance of 125.00 feet to a point; thence North 34° 57' 49" East a distance of 270.50 feet to a point; thence North 55° 02' 11" West a distance of 198.00 feet to a point; thence South 34° 57' 49" West a distance of 682.50 feet to a point; thence South 55° 02' 11"

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Fulton County Government  
Project #WRN24-070

East a distance of 165.81 feet to a point; thence running along a curve to the right an arc length of 105.66 feet, (said curve having a radius of 84.50 feet, with a chord bearing of South 19° 12' 53" East, and a chord length of 98.91 feet) to a point; thence along a curve to the left an arc length of 114.03 feet, (said curve having a radius of 375.50 feet, with a chord bearing of South 07° 54' 24" West, and a chord length of 113.60 feet) to a point; thence South 00° 47' 35" East a distance of 11.63 feet to a point on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the right an arc length of 49.01 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 89° 12' 26" West, and a chord length of 49.00 feet) to a point; thence leaving the proposed Right of Way and running North 00° 47' 35" West a distance of 11.63 feet to a point; thence running along a curve to the right an arc length of 128.91 feet, (said curve having a radius of 424.50 feet, with a chord bearing of North 07° 54' 24" East, and a chord length of 128.42 feet) to a point; thence along a curve to the left an arc length of 44.39 feet, (said curve having a radius of 35.50 feet, with a chord bearing of North 19° 12' 53" West, and a chord length of 41.55 feet) to a point; thence North 55° 02' 11" West a distance of 218.81 feet to a found; thence North 34° 57' 49" East a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 272.98 feet to an iron pin set; thence North 58° 52' 25" West a distance of 82.18 feet to an iron pin set; thence North 55° 02' 11" West a distance of 44.68 feet to an iron pin set; thence running along a curve to the left an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of North 75° 01' 53" West, and a chord length of 104.63 feet) to an iron pin set; thence South 84° 58' 25" West a distance of 20.15 feet to an iron pin set on the easterly proposed Right of Way of Johns Creek Parkway; thence running along said proposed Right of Way the following courses: North 05° 01' 35" West a distance of 263.98 feet to a point; thence running along a curve to the right an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of North 23° 58' 36" East, and a chord length of 338.23 feet) to a point; thence North 53° 01' 31" East a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of North 46° 26' 01" East, and a chord length of 227.48 feet) to a point; thence along a curve to the left an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of North 35° 39' 57" East, and a chord length of 144.63 feet) to a point on the aforementioned miter; thence running along said miter North 67° 41' 45" East a distance of 31.97 feet to the TRUE POINT OF BEGINNING.

Said tract contains 24.533 Acres (1,068,642 Square Feet).

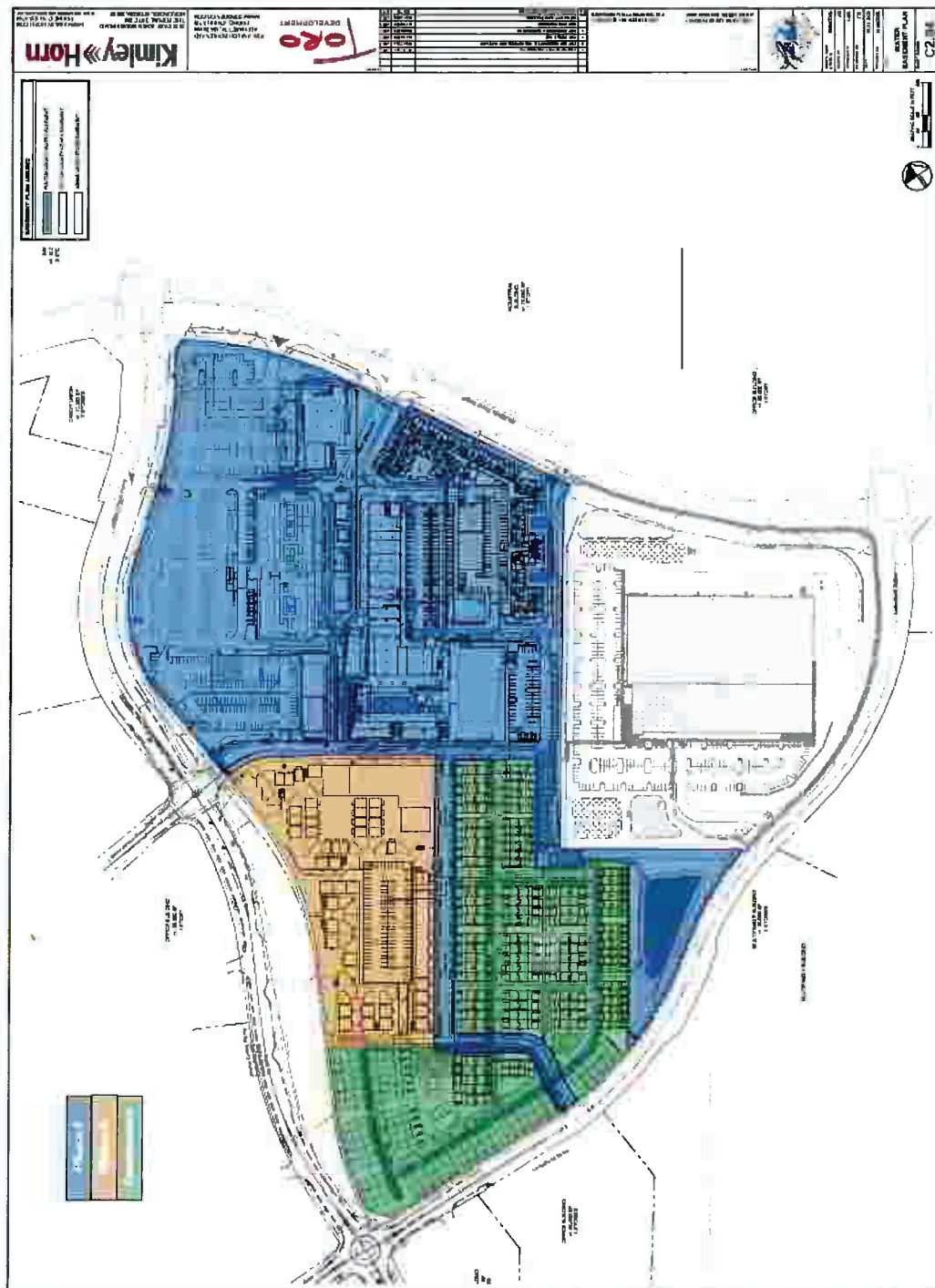


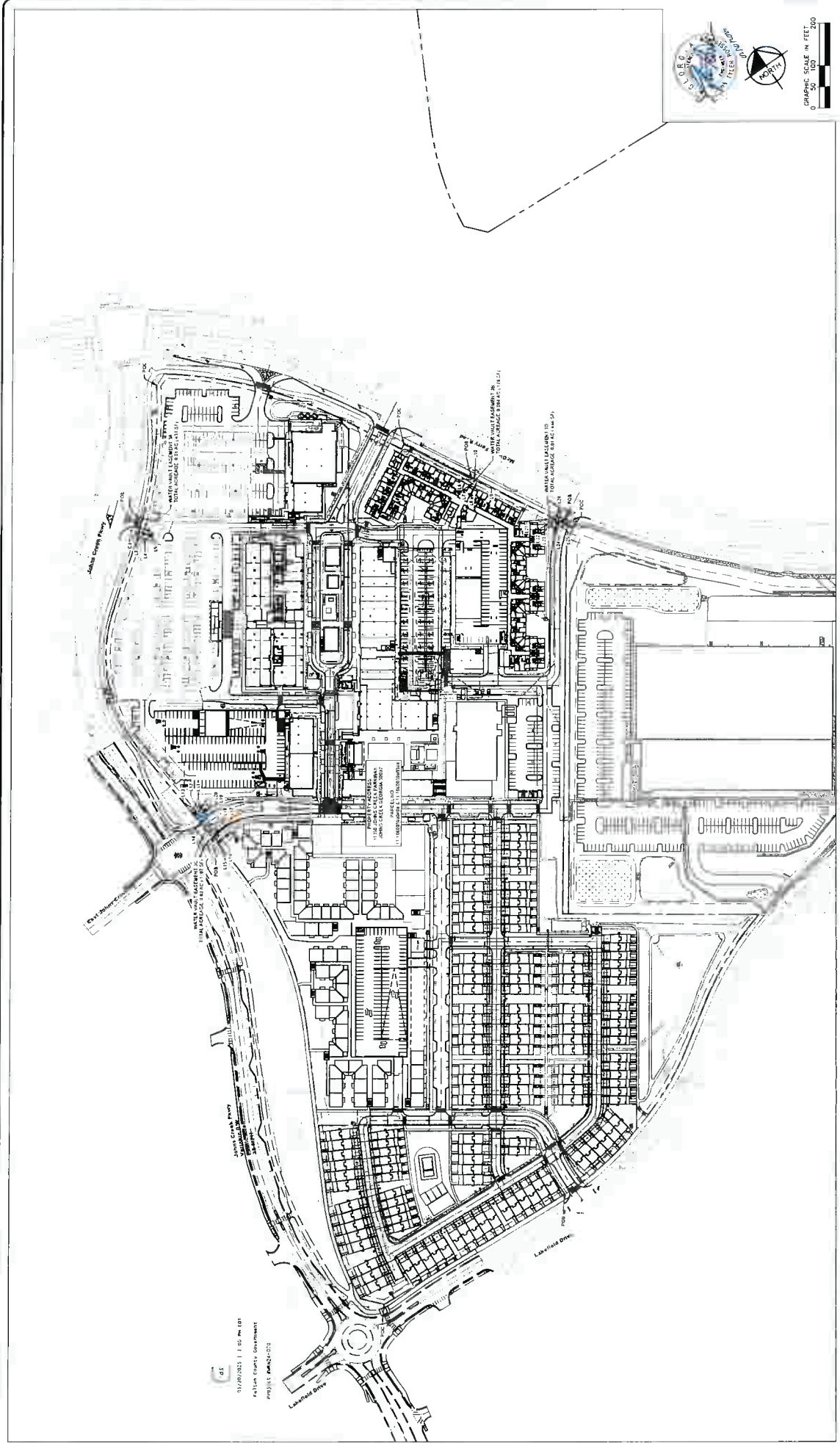
05/20/2025 | 3:00 PM EDT

Fulton County Government

Project #WRN24-070

THE PORTION LABELED AS "PHASE II" AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAID ON SUCH PLAN.







3330 EAST JONES BRIDGE ROAD THE FORUM SUITE 300 NORCROSS, GEORGIA 30092  
PHONE 770.852.0114 [www.kimley-horn.com](http://www.kimley-horn.com)

**TITLE:** TORO MEDLEY  
MIXED-USE WATER  
VAULT EXHIBIT

**PROJECT:** MEDLEY-JOHNS CREEK  
TOWN CENTER

**CLIENT:** TORO  
DEVELOPMENT  
COMPANY

JOB NUMBER	01-4602003
SCALE	1" = 100'
DATE	02/12/2025
SHEET	EXHIBIT A

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM KIMLEY-HORN. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS PROHIBITED.

K:\ATL\_Civil\014602003\_Toro Johns Creek\CAD\Exhibits\2025-02-07 Easement Exhibits\Toro Medley Mixed Use Water Vault Easements.dwg L&C Table Feb 10, 2025 2:15pm by: alex.gallegos

## LINE AND CURVE TABLE

NO.	DELTA OR BRG	RADIUS	LENGTH	REMARKS
C1	$\Delta=1^{\circ} 09' 27''$	991.75'	20.04'	
L1	N $41^{\circ} 13' 38''$ W		21.04'	
L3	S $41^{\circ} 19' 35''$ E		7.07'	
L4	S $41^{\circ} 12' 42''$ E		15.03'	
L5	N $48^{\circ} 43' 59''$ E		20.00'	
L6	S $60^{\circ} 28' 58''$ W		11.22'	
L7	S $29^{\circ} 44' 07''$ E		16.00'	
L8	N $60^{\circ} 28' 58''$ E		8.55'	
L9	N $60^{\circ} 28' 58''$ E		2.33'	
L10	N $28^{\circ} 32' 10''$ W		16.00'	
L11	S $84^{\circ} 58' 09''$ W		4.42'	
L12	N $5^{\circ} 01' 35''$ W		7.54'	
L13	S $84^{\circ} 58' 25''$ W		17.60'	
L14	S $5^{\circ} 01' 35''$ E		78.26'	
L15	N $84^{\circ} 58' 25''$ E		12.49'	
L16	N $5^{\circ} 01' 35''$ W		2.83'	
L17	S $84^{\circ} 54' 11''$ W		2.13'	
L18	N $5^{\circ} 27' 58''$ W		47.00'	
L19	N $84^{\circ} 58' 09''$ E		12.03'	
L20	N $5^{\circ} 01' 51''$ W		20.89'	
L21	S $55^{\circ} 42' 38''$ W		13.14'	
L22	S $33^{\circ} 19' 36''$ E		10.14'	
L23	S $56^{\circ} 19' 27''$ W		4.55'	
L24	S $34^{\circ} 16' 04''$ E		19.95'	
L25	N $55^{\circ} 49' 54''$ E		14.84'	
L26	N $28^{\circ} 32' 10''$ W		30.23'	



05/20/2025 | 3:00 PM EDT

Fulton County Government

Project #WRN24-070

**Kimley»Horn**

3930 EAST JONES BRIDGE ROAD  
THE FORUM, SUITE 350  
NORCROSS, GEORGIA 30092  
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT:

MEDLEY-JOHNS  
CREEK TOWN  
CENTER

TITLE:

TORO MEDLEY  
MIXED-USE WATER  
VAULT L&C TABLE

CLIENT:

TORO  
DEVELOPMENT  
COMPANY

JOB NO. 014602003

SCALE N.T.S.

DATE: 02/12/2025

SHEET:  
**EXHIBIT B**

THIS DOCUMENT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC PURPOSES AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM KIMLEY-HORN AND ASSOCIATES, INC. KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT.



CONSENT JOINDER TO  
WATER VAULT EASEMENT

The Development Authority of Fulton County (the “DAFC”) is the owner of the fee simple interest in the property subject to Lease Agreement by and between DAFC and Medley Johns Creek Phase 1 Owner, LLC dated December 1, 2024 (the “Lease”) as evidenced by that Short Form Lease Agreement recorded in Deed Book 68498, page 97 of the Fulton County Georgia records. DAFC hereby consents and joins in the execution of the within and foregoing Water Vault Easement for purposes of evidencing its agreement thereto.

Notwithstanding the foregoing or anything to the contrary contained herein or in the Water Vault Easement, nothing in this Consent or the Water Vault Easement shall be deemed to (i) increase the liability of DAFC or (ii) restrict or subordinate the Unassigned Rights (as defined in the Lease) of DAFC. Further notwithstanding anything to the contrary contained herein or in the Water Vault Easement, DAFC makes no representations or warranties regarding the status of its title in the Project (as defined in the Lease) or any encumbrances thereon.

[Signature on the following page.]

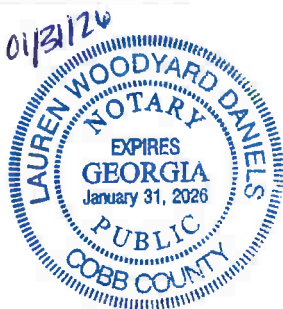
IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the DAFC this 22 day of May, 2025.

Signed, sealed and delivered in  
the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My commission expires: 01/31/26  
[NOTARIAL SEAL]



DEVELOPMENT AUTHORITY OF  
FULTON COUNTY

By: [Signature]  
Name: Kwanza Hall

Title: Chairman

[CORPORATE SEAL]



CONSENT JOINDER TO  
WATER VAULT EASEMENT

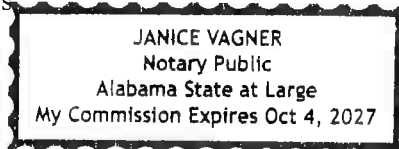
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IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the Synovus this 22 day of May, 2025.

Signed, sealed and delivered in  
the presence of:

Natasha Smith  
Unofficial Witness

Janice Vagner  
Notary Public  
My commission expires:  
[NOTARIAL SEAL]



SYNOVUS BANK

By: [Signature]  
Name: Dean Matthews  
Title: SVP  
[CORPORATE SEAL]



CONSENT TO  
WATER VAULT EASEMENT

Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa ("Banco Inbursa") is the Grantee of that Amended and Restated Fee and Leasehold Deed to Secure Debt, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing granted by Development Authority of Fulton County, Medley Johns Creek Phase 1 Owner, LLC, and Medley Johns Creek Phase 2 Owner, LLC dated December 5, 2024 and recorded in Deed Book 68498, page 149 of the Fulton County Georgia records. Banco Inbursa hereby consents in the execution of the within and foregoing Water Vault Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by Banco Inbursa this 2<sup>nd</sup> day of May, 2025.

Signed, sealed and delivered in  
the presence of:

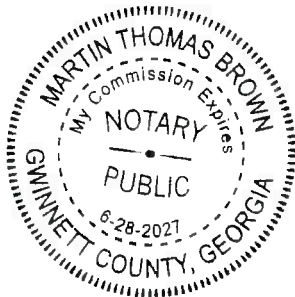
Christine A. Gilleland  
Unofficial Witness

MAT-THOMAS  
Notary Public  
My commission expires: - 6-28-2027  
[NOTARIAL SEAL]

**BANCO INBURSA, S.A., INSTITUCIÓN DE  
BANCA MÚLTIPLE, GRUPO FINANCIERO  
INBURSA**, an entity formed under the laws of the  
United Mexican States

By: **TRIMONT LLC**, its servicer

By: [Signature]  
Name: Brad Bullock  
Title: Authorized Signatory  
[CORPORATE SEAL]







# Fulton County Board of Commissioners

## Agenda Item Summary

---

**Agenda Item No.:** 25-0628

**Meeting Date:** 9/3/2025

---

### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 2325 Old Milton Parkway, Alpharetta, Georgia 30009.

### Requirement for Board Action

Pursuant to the Rules of the Georgia Department of Public Health for On-Site Sewage Management Systems, § 511-3-1-.03(1)(a), any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

**Scope of Work:** The Department of Real Estate and Asset Management, DREAM, and the Department of Public Works, in accordance with County policy and the Statute of Frauds, request the Fulton County Board of Commissioners approve a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with JBGL Atlanta Development 2014, LLC.

Georgia Department of Public Health Rules require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public service system.

JBGL Atlanta Development 2014, LLC, the Owner of the real property located at 2325 Old Milton Parkway, Alpharetta, Georgia 30009, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, JBGL Atlanta Development 2014, LLC, and future owners that may acquire the Development at 2325 Old Milton Parkway, Alpharetta, Georgia 30009.

**Community Impact:** The Department of Public Works has confirmed that if this Agreement is approved, the County's sewer system will not be adversely impacted and can continue to be properly maintained.

**Department Recommendation:** The Department of Real Estate and Asset Management accepts the Department of Public Works' conclusion to accept the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement and recommends its approval.

**Project Implications:** Approval of this Agreement will not restrict sewer services or Fulton County's access to the sewer line for necessary maintenance.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording, please return to:

Fulton County  
c/o Department of Real Estate and Asset Management  
Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, Georgia 30303

Cross Reference:  
Book 67880, Page 448  
Book 68710, Page 192

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE  
AND REPAIR AGREEMENT**

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between JBGL Atlanta Development 2014, LLC ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain real property located on Land Lot 748, of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

**WHEREAS**, Owner wishes to make improvements to the Development so as to provide for public and private use of the Development; and

**WHEREAS**, a portion of said improvements includes the installation of a sanitary sewer system to provide potable sanitary sewer to serve the users of and visitors to the Development; and

**WHEREAS**, County is the owner and operator of the Fulton County Sanitary Sewer System (the "System") which is permitted by the Georgia Environmental Protection Division ("EPD") as a Public Sanitary Sewer System allowed to provide sanitary sewer service to the public through a distribution system of sanitary sewer pipe lines and appurtenances; and

**WHEREAS**, EPD regulations require that where a permitted public sanitary sewer system is available, development and property requiring a sanitary sewer shall receive sanitary sewer service through an extension of the public service system; and

**WHEREAS**, Owner, for its own convenience and interests, intends to install, or has installed, a sanitary sewer system that does not conform to County standards with respect to accessibility for maintenance and repair and/or other standards not believed to affect the quality of the sewer system; and

**WHEREAS**, Owner intends to install, or has installed, a sanitary sewer system primarily on private property as opposed to within the public right-of-way where public sanitary sewer systems are more commonly installed with adequate access for operation, maintenance and repair; and

**WHEREAS**, the foregoing conditions require more explicit definitions of the responsibilities of both County and Owner, as well as future property owners within the Development that will be served by the Sanitary Sewer System.

**NOW, THEREFORE**, for and in consideration of the benefits to the Development and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County do hereby agree, covenant and declare the following terms and conditions to apply to the Development. These terms and conditions shall be binding on all persons claiming under and through Owner.

1. Grant of System Ownership: Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.
2. Extent of System: Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and is in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.
3. Warranty: Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

service. Owner further agrees that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-conforming materials or the application of non-specified construction practices or methods. Owner shall release, indemnify, defend and hold harmless Fulton County, its officers, employees, assigns and agents, from and against any losses, claims, damages, liabilities, costs and expenses arising from said installation due to the negligence of Owner, its contractor(s), their agents, or employees.

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 68710 , Page(s) 192** , Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 68710 Page 192** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted thereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the Development of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

(i) Multi-family: Owners of multi-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County shall perform or cause to be performed through a contractor, maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. Owner shall bear sole responsibility for the cost of all such maintenance, repairs and improvements. The cost shall be added to the fee for providing sanitary sewer service and billed to the account(s) servicing the Development; singularly for any single account serving the development or divided equally among all active accounts should a singular account not exist. Costs shall be established as accrued in the County's work order system for County performed work or as charged by a contractor using fees established through the County's procurement system. Such costs shall include the cost to restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Notwithstanding any other remedies available to the County pursuant to applicable state and/or local law, Owner's failure to pay the cost of such maintenance or repair may result in the interruption of sanitary sewer service. Notwithstanding the foregoing, sanitary sewer meters installed by the County shall be the County's responsibility to maintain and repair. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(ii) Single-family: Owners of single-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County, at County's cost and expense, shall perform or cause to be performed through a Contractor; maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. County hereby covenants and agrees that it shall be responsible for and carry out any and all maintenance or repair to the Easement necessitated or caused by the use of the Easement by County, its agents, contractors and employees for the specific purpose defined in this Agreement. After any exercise of County's rights under this Agreement, County shall, at its expense, promptly restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County standard details. Maintenance responsibly by County for individual sanitary sewer service lines shall extend only to the end of the sanitary sewer mains (normally 8-inches or larger). Responsibility for any maintenance beyond the clean-out will be borne by the individuals being served. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(b) Commercial/Mixed-Use Developments: Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall

promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County and city standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary Sewer Resources Unit of any proposed maintenance at 404-612-3061 in North Fulton and 404-612-3163 in South Fulton. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the

sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

JBGL Atlanta Development 2014, LLC  
5501 Headquarters Dr, Suite 300W  
Plano, TX 75024

County:

David Clark, P.E.  
Director, Department of Public Works  
141 Pryor Street, S.W.  
Suite 6001  
Atlanta, GA 30303

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.
13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.
14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.
15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.
16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.
23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.
24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof
25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia,  
as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence  
of

  
\_\_\_\_\_  
Unofficial Witness

**OWNER**

JBGL Atlanta Development 2014, LLC

  
\_\_\_\_\_  
Signature (Authorized Party to Bind Owner  
Entity)

Veronica Edwards Authorized Representative  
\_\_\_\_\_  
Signatory's Name and Title (printed)

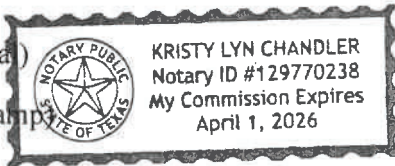
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: April 1, 2026

Owner's Address:

5501 Headquarters Dr, Suite 300W  
Deno, TX 75024

(Notary Seal)

(Notary Stamp)



[Signatures continued on next page.]

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024 in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
Y. Soo Jo, County Attorney

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

EXHIBIT "A"

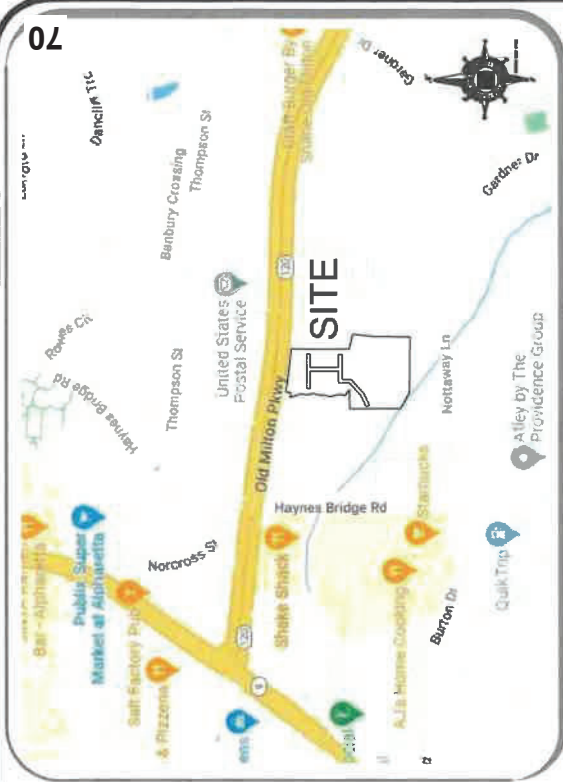
(attach legal description and/or plat of the easement area)

LEGAL DESCRIPTION - 20' SEWER EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE LAND LOT 748 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE FOUND RIGHT OF WAY MONUMENT, SAID MONUMENT COORDINATES OF NORTH: 1,480,694.28 AND EAST: 2,258,731.30, COORDINATES BASED ON NAD83 STATE PLANE COORDINATE SYSTEM, GEORGIA WEST ZONE, SAID MONUMENT LOCATED ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OLD MILTON PARKWAY (A.K.A. S.R. 120) (F.K.A. DULUTH STREET) (PUBLIC VARIABLE RIGHT OF WAY), THENCE SOUTH 29 DEGREES 42 MINUTES 19 SECONDS EAST A DISTANCE OF 105.88 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST A DISTANCE OF 187.29 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST A DISTANCE OF 156.44 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST A DISTANCE OF 70.28 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST A DISTANCE OF 135.91 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST A DISTANCE OF 47.68 FEET TO A POINT; THENCE SOUTH 47 DEGREES 49 MINUTES 21 SECONDS WEST A DISTANCE OF 106.45 FEET TO A POINT; THENCE SOUTH 65 DEGREES 06 MINUTES 51 SECONDS WEST A DISTANCE OF 69.77 FEET TO A POINT; THENCE NORTH 24 DEGREES 53 MINUTES 09 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 65 DEGREES 06 MINUTES 51 SECONDS EAST A DISTANCE OF 66.73 FEET TO A POINT; THENCE NORTH 47 DEGREES 49 MINUTES 21 SECONDS EAST A DISTANCE OF 94.55 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST A DISTANCE OF 58.82 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST A DISTANCE OF 65.63 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS WEST A DISTANCE OF 156.44 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS EAST A DISTANCE OF 95.28 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

HAVING AN AREA OF 0.327 ACRES



SITE MAP (NTS)

SITE DATA

ADDRESS: 2325 OLD MILTON PARKWAY,  
ALPHARETTA, GA. 30005  
PARCEL ID: • 12 270307480230  
SITE AREA: 4.882 AC  
ZONING: DT-LW

LEGEND

SEWER EASEMENT  
WATER & STORM PIPES  
ENTERING EASEMENT

CONTACT INFORMATION:

OWNER: CLINT WATERS  
THE PROVIDENCE GROUP  
ADDRESS: 11340 LAKEFIELD DRIVE  
SUITE 140  
JOHNS CREEK, GA. 30097  
PHONE: 404-274-4492

ENCROACHMENT TABLE

STORMWATER PIPE:	128 SQ-FT
WATER PIPE:	229 SQ-FT
TOTAL:	357 SQ-FT



**ES&C+** Planners & Engineers Collaborative+  
LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •  
ARBOREST • LANDSCAPE ARCHITECTURE • WATER RESOURCES

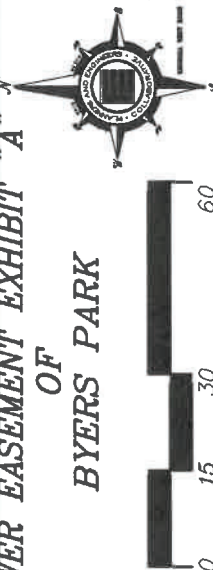
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
(770) 451-2741 WWW.PEC.PLUS  
C.O.A.-LSF000004

FULTON CO. PROJECT: **SEWER EASEMENT EXHIBIT "A"**  
WRN23-111  
COUNTY FULTON  
STATE OF GEORGIA  
CITY OF ALPHARETTA  
LAND LOT(S) 748  
DISTRICT 1st SECTION 2nd

BYERS PARK

SHEET 1 OF 4

DRAWN BY: MCS  
CHECKED BY: MCS  
FILE NO.: 15315.01  
DATE: 01/22/25  
SCALE: 1"=30'



12

P.O.C. <sup>RWM</sup>  
N: 1,480,694.28  
E: 2,258,731.30

N: 1,480,694.28  
E: 2,258,731.30

0.327 ACRES

P.O.B.

**Planners & Engineers Collaborative+**  
LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •  
ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
(770)451-2741 WWW.PEC.PLUS  
C.O.A.-LSF000004

FULTON CO. PROJECT:  
WRN23-111

**COUNTY FULTON  
STATE OF GEORGIA  
CITY OF ALPHARETTA  
LAND LOT(S) 748  
DISTRICT 1st SECTION**

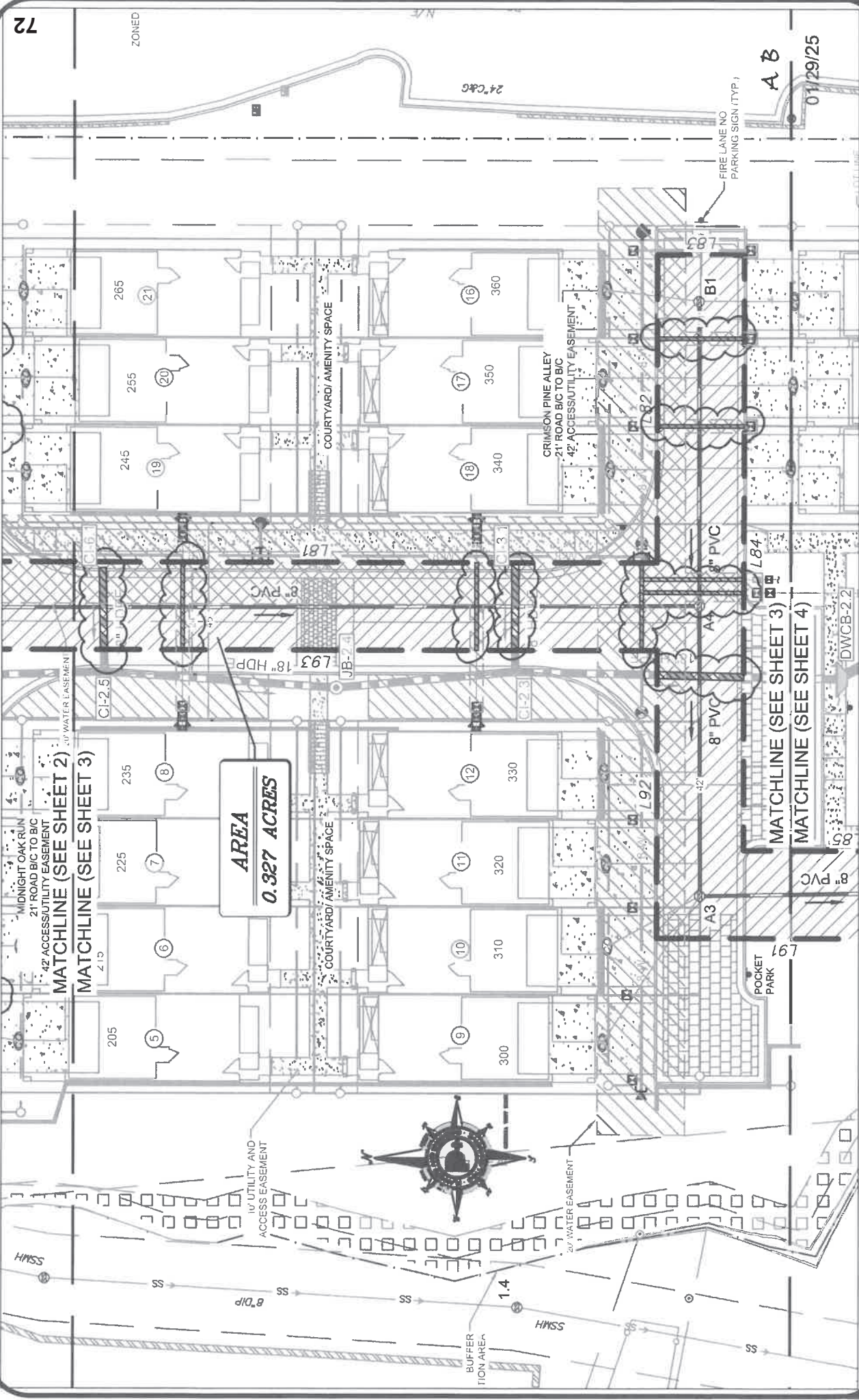
**SEWER EASEMENT EXHIBIT**  
**OF**  
**BYERS PARK**

SHEET 2 OF 4

**DRAWN BY: MCS**  
**CHECKED BY: MCS**  
**FILE NO.: 15315.01**  
**DATE: 01/22/25**  
**SCALE: 1"=30'**



ZONED



SHEET 3 OF 4

FULTON CO. PROJECT: **SEWER EASEMENT EXHIBIT "A"**  
WRN23-111  
COUNTY FULTON  
STATE OF GEORGIA  
LAND LOT(S) 748  
DISTRICT 1st SECTION 2nd

**SEC+** Planners & Engineers Collaborative+  
LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •  
ARCHITECTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
(770)451-2741 WWW.PEC.PLUS  
C.O.A.-LSF000004

DRAWN BY: MCS  
CHECKED BY: MCS  
FILE NO.: 15315.01  
DATE: 01/22/25  
SCALE: 1"=30'









# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0629

Meeting Date: 9/3/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 2325 Old Milton Parkway, Alpharetta, Georgia 30009.

### Requirement for Board Action)

Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states, in part, that "[n]o retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

**Scope of Work:** JBGL Atlanta Development 2014, LLC, the owner of the real property located at

2325 Old Milton Parkway, Alpharetta, Georgia 30009, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's water line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 68756, Page 265.

At the request of JBGL Atlanta Development 2014, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 346 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

**Community Impact:** As per the terms of the agreement, Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to accept the terms in the Indemnification Agreement and recommends its approval.

**Project Implications:** Approval of this Agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

### **Fiscal Impact / Funding Source**

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Plat Book 67880, Page 448  
Deed Book 68756, Page 265

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE  
IMPROVEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between  
JBGL Atlanta Development 2014, LLC as citizen within Fulton County, Georgia, his successors,  
affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political  
subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed  
as follows:

1. 

68756      265

~~68756      265~~

Fulton County grants Owner, "the License" to enter within a portions of its water main easement  
as referenced in and recorded at Plat Book \_\_\_\_ page \_\_\_\_ of Fulton County, Georgia records, as more fully  
described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace,  
from time to time as may be needed certain private improvements at his sole cost and responsibility private  
improvements as same is more fully described in Exhibit "A".
2. With respect to this License, Owner shall install and construct the Private Improvements in a  
manner which complies with all state, local, and Fulton County laws and regulations, including but not  
limited to, all current state, local and Fulton County laws and regulations governing soil erosion and  
sedimentation control. Owner will at all times adhere to best management practice procedures to protect  
the environment in connection with the construction, repair and/or maintenance of the Private  
Improvements.
3. This License shall commence on the date of execution hereof and shall continue in full force and  
effect unless and until it is terminated at the will of the County.
4. Owner may terminate this License and Agreement by written notice to the County and shall  
remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during  
the term of this License, the area containing the Private Improvements is condemned by the County or its  
assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private  
Improvements.
5. Owner shall perform all work on the Private Improvements in a good and workmanlike manner  
and in compliance with all applicable governmental, laws, ordinances, and regulations.
6. Fulton County personnel and /or agents shall have free access to and across the Private  
Improvements to perform routine maintenance and any emergency repairs to the existing public  
Standard Water Indemnification Agreement 08.2024

improvements when needed to protect the health, safety and general welfare of the public.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

This License and Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (I) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6th Floor  
Atlanta, GA. 30303

with a copy to: County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA. 30303

OWNER: JBGL Atlanta Development 2014, LLC  
5501 Headquarters Dr, Suite 300W  
Plano, TX 75024

Re: 1st District 2nd Section, Land Lot(s) 748

Parcel Number: 12-270307480230

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER JBGL Atlanta Development 2014, LLC

Signed sealed and delivered in the presence of

[Signature]  
Unofficial Witness

[Signature]  
Signature (Authorized Party to Bind Owner Entity)

[Signature]  
Notary Public  
My Commission Expires: April 1, 2026

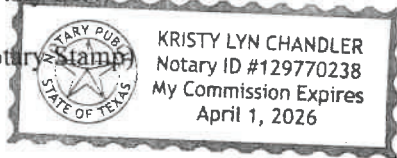
Veronica Edwards, Authorized Representative  
Signatory's Name and Title (printed)

Owner's Address: \_\_\_\_\_

(Notary Seal)

5501 Headquarters Dr, Suite 300W

(Notary Stamp)



Plano, TX 75024

[Signatures continued on next page.]

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
Y. Soo Jo, County Attorney

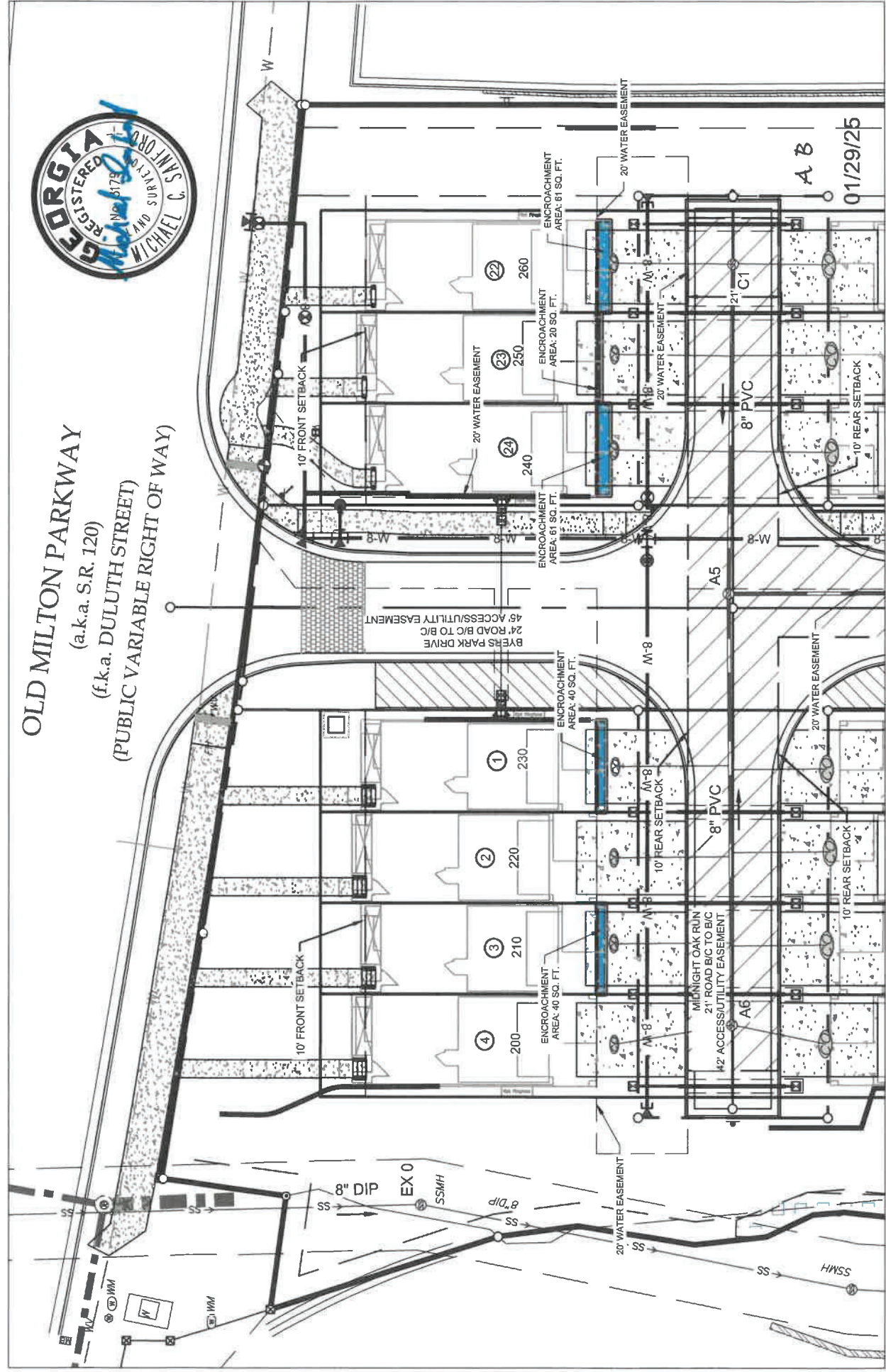
\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

## EXHIBIT “A

OLD MILTON PARKWAY  
(a.k.a. S.R. 120)  
(f.k.a. DULUTH STREET)  
(PUBLIC VARIABLE RIGHT OF WAY)



LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •  
ARBOREST • LANDSCAPE ARCHITECTURE • WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
(770) 451-2741 WWW.PEC.PLUS  
C.O.A.-LSF000004

COUNTY FULTON  
STATE OF GEORGIA  
CITY OF ALPHARETTA  
LAND LOT(S) 691  
DISTRICT 1st SECTION 2nd

ENCROACHMENT EXHIBIT  
OF  
BYERS PARK

SCALE: 1"=30'

SHEET 1 OF 2

DRAWN BY: MCS  
CHECKED BY: MCS  
FILE NO.: 15315.01  
DATE: 01/10/25



0 15 30 60

COUNTY FULTON  
STATE OF STATE  
CITY OF ALPHARETTA  
LAND LOT(S) 691  
DISTRICT 1st SECTION 2nd



LAND PLANNING ♦ SURVEYING & CONSTRUCTION ♦ CIVIL ENGINEERING ♦  
ARBOREST ♦ LANDSCAPE ARCHITECTURE ♦ WATER RESOURCES

3350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092

(770) 451-2741 [WWW.PEC.PLUS](http://WWW.PEC.PLUS)

C.O.A.-LSF000004





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0630

**Meeting Date:** 9/3/2025

### Department

Emergency Services

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton for the provision of 9-1-1 Emergency Communications Services effective October 1, 2025, through September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year, ending September 30, 2029, with an annual subsidy of \$1,650,000.00. This amount is a revenue increase to Fulton County for services provided.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

### Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

No

### Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Request approval to enter into an Intergovernmental Agreement (IGA) with the City of South Fulton, a municipality of the State of Georgia, for the provision of 9-1-1 Emergency Communications Services to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated

911 call reception and radio dispatching of requests of public safety services. The County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the city.

The 911 IGA establishes the cost of Enhanced 9-1-1 Emergency call reception and public safety radio dispatch services to be provided by the County to the City. The County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions. The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered.

The County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service as provided by O.C.G.A § 46-5-134. Additionally, The County is entitled to impose and retain an annual subsidy from the city in the amount of \$1,650,000.00. The annual subsidy and collection of 911 charges received from the City of South Fulton is revenue in support of the cost associated with providing service as outlined in the Intergovernmental Agreement.

The Board of Commissioners, at their meeting on September 15, 2021, (Item #21-0686), approved the provision of 9-1-1 Emergency Communications Services with the City of South Fulton.

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
911 EMERGENCY COMMUNICATION SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY OF SOUTH FULTON, GEORGIA**

---

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter “City”), a municipality of the State of Georgia, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSETH:

**WHEREAS**, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Digital Radio Communications System for a period of three (3) years; and

**WHEREAS**, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

**WHEREAS**, the County and the City desire to enter into a new Intergovernmental Agreement (the “911 IGA”) for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from October 1, 2025, through and including September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year; and

**WHEREAS**, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

**WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

## ARTICLE 1

### PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services 911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from October 1, 2025 at 0000 hours and concluding at 2400 hours on September 30, 2026 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2029.
- 1.2 Fulton County therefore agrees to provide the City of South Fulton with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

## ARTICLE 2

### DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

- 2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.
- 2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.
- 2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services 911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

- 2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “County 800 MHz Radio System”) is the primary method of dispatching calls for service to field units and private ambulance services.
- 2.5 ***Emergency Services 911 (“Department”)*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.
- 2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- 2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.
- 2.8 ***Fire Department*** means the City of South Fulton Fire/EMS Department.
- 2.9 ***Police Department*** means the City of South Fulton Police Department.
- 2.10 ***Public Safety Answering Point (“PSAP”)*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch (“CAD”) and Mobile Data.
- 2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of South Fulton. Specific positions or individuals cannot be identified in as much as the number of dispatchers is based on call volume and

incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

### **ARTICLE 3**

#### **TERM OF AGREEMENT**

The initial term of this Agreement is for twelve (12) months, from October 1, 2025, at 0000 hours and concluding September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2029. At the conclusion of the last term (2400 hours on September 30, 2029), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2029, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of South Fulton Council.

The parties agree that the City may, at any time, upon sixty (60) days' notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

### **ARTICLE 4**

#### **COMPENSATION AND CONSIDERATION**

- 4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain monthly 911 charge upon each wired and wireless telephone subscribers served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **\$1,650,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of South Fulton.
- 4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

## **ARTICLE 5**

### **EMERGENCY COMMUNICATIONS SERVICES**

- 5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.
- 5.2 Based upon the volume of calls originating from within the City of South Fulton, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.
- 5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the County.
- 5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of South Fulton with an average fifteen (15) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

## **ARTICLE 6**

### **EQUIPMENT**

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

## **ARTICLE 7**

### **EMPLOYMENT STATUS**

- 7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Department of Emergency Services 911.
- 7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.
- 7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of South Fulton, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of South Fulton. Accordingly, the number of employees needed by call volume from South Fulton has been estimated, but not assigned to specific employees.

## **ARTICLE 8**

### **RECORDKEEPING AND REPORTING**

- 8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*
- 8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of South Fulton.
- 8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

## **ARTICLE 9**

### **ANCILLARY SERVICES**

- 9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.
- 9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.
- 9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.
- 9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of South Fulton will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

## **ARTICLE 10**

### **CITY- COUNTY RELATIONS**

- 10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.
- 10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.
- 10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

## **ARTICLE 11**

### **TRANSITION**

- 11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.
- 11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.
- 11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

## **ARTICLE 12**

### **INDEMNIFICATION**

- 12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.
- 12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

## **ARTICLE 13**

### **EVENT OF DEFAULT**

- 13.1 An event of default shall mean a material breach of this Agreement by the County as follows:
  - 13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.
  - 13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.
  - 13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.
- 13.2 An event of default shall mean a material breach of this Agreement by the City as follows:
  - 13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

## **ARTICLE 14**

### **TERMINATION AND REMEDIES**

- 14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.
- 14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

- 14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.
- 14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.
- 14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

## **ARTICLE 15**

### **AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties.

## **ARTICLE 16**

### **NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard “Dick” Anderson, County Manager  
141 Pryor Street, SW Suite 10000  
Atlanta, Georgia 30303  
404-612-8335  
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney  
141 Pryor Street, SW,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0251  
404-730-6324 (facsimile)

If to the City:

khalid kamau, Mayor  
City of South Fulton  
5440 Fulton Industrial Blvd  
South Fulton, GA 30336  
470-809-7710

Sharon D. Subadan, City Manager  
City of South Fulton  
4715 Frederick Drive SW  
South Fulton, GA 30336  
470-809-7700

Dr. Cedric Alexander, Interim Managing Director of Public Safety  
City of South Fulton  
100 Hartsfield Center Pkwy  
Suite 200  
Atlanta, GA 30354  
470-809-7300

Chad Jones, Fire Chief  
City of South Fulton  
4715 Frederick Drive SW  
South Fulton, GA 30336  
470-809-7575

## **ARTICLE 17**

### **NON- ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

## **ARTICLE 18**

### **ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

## **ARTICLE 19**

### **SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

## **ARTICLE 20**

### **BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

## **ARTICLE 21**

### **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**WHEREFORE**, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

**FULTON COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Y. Soo Jo, County Attorney  
County Attorney Office

\_\_\_\_\_  
Chris Sweigart, Director  
Department of Emergency Services 911

**CITY OF SOUTH FULTON, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
khalid kamau, Mayor  
City of South Fulton

\_\_\_\_\_  
Corey Adams (SEAL)  
Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Dr. Cedric Alexander, Interim Managing  
Director of Public Safety  
City of South Fulton

\_\_\_\_\_  
Chad Jones, Fire Chief  
City of South Fulton

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sharon D. Subadan, City Manager  
City of South Fulton

\_\_\_\_\_  
Sara D.E. Kelly, Interim City Attorney  
City of South Fulton





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0631

Meeting Date: 9/3/2025

### Department

Emergency Services

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton, for the provision of the Digital 800 MHz Radio System Access, October 1, 2025 through September 30, 2026 with three (3) automatic renewals commencing October 1 of each successive year, in the amount of \$384,057.00 annually for years 2025 and 2026 and \$407,082.00 for years 2027 and 2028, and for the Records Management System (RMS) in the amount of \$175,904.15 annually covering October 1 - September 30 of each successive year. This amount is a revenue increase to Fulton County for services provided.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

### Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

No

### Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Request approval to enter into an Intergovernmental Agreement (IGA) with the City of South Fulton. It is desirable to have a unified system to include entities on the system who affect and further the

goal of protecting the citizens of Fulton County's health, safety, and welfare, and provides public safety services to the citizens of the City of South Fulton. The ability of public safety providers, police, fire, and EMS to communicate by radio on a common radio system increases the response effectiveness of first responders to emergency calls for service and mutual aid agencies that may be called upon to assist in the response. This agreement will allow 921 City of South Fulton police and fire personnel radios access to operate on the Fulton County Digital 800 MHz radio system to handle calls for service within the City of South Fulton and provide interoperable communications when called upon by other Fulton County public safety agencies.

The City of South Fulton will pay Fulton County \$417.00 per radio or \$384,057.00 annually for 921 radios (648 police and 273 fire) annually for years 2025 and 2026 and \$442.00 per radio or \$407,082.00 annually for years 2027 and 2028 to operate on the digital radio system. The per radio access fee will be used to support the annual maintenance, upgrade, and replacement costs of the Fulton County Digital 800 MHz Public Safety Radio System. Additionally, the county is entitled to impose and retain an annual subsidy from the city for the Records Management System (RMS) October 1 - September 30 of each year in the amount of \$175,904.15 or \$14,658.68 monthly. Fees received from the City of South Fulton for Digital 800 MHz radio system access and Records Management System (RMS) is revenue in support of the recurring maintenance cost of the digital radio system and the records management system.

The Board of Commissioners, at their meeting on September 15, 2021 (Item #21-0685) approved the provision of 800MHz Radio System Access with the City of South Fulton.

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
800 MHz RADIO SYSTEM ACCESS and RECORDS MANAGEMENT  
SYSTEM (RMS) BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY of SOUTH FULTON, GEORGIA**

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THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter “City”), a municipality authorized to do business in the State of Georgia, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**RECITALS**

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “the County System”); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Registration and Elections, Public Works, General Services Administration, School Police, Animal Services and National Park Services are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County’s health, safety, and welfare; and

Whereas User is a municipality duly incorporated under the laws of Georgia; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of South Fulton in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **921** radio units on the County’s System for the period from October 1, 2025, and ending September 30, 2026, with three (3) renewal options ending September 30, 2029. User’s license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2029, to review service under this Agreement and consider proposed

modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and City Council.

**User Agrees To:**

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console to **921**. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units.

(6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an

opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his/her designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to User's equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1~ of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for

any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2025 and 2026 is **\$417** times the number of radio units **921**, equals annual cost of **\$384,057.00** or **\$32,004.75** monthly. The pro rata share for years 2027 and 2028 will increase by 6% to **\$442** times the number of radio units **921** equals annual cost of **\$407,082.00** or **\$33,923.50** monthly. The total radio units include police and fire for the City of South Fulton. Additionally, the county is entitled to impose and retain an annual subsidy from the city for the Records Management System (RMS) October 1 – September 30 of each year in the amount of **\$175,904.15** or **\$14,658.68** monthly.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

#### **The County Agrees To:**

- (1) Maintain and support the core of the County System.
- (2) Use best efforts to answer questions and facilitate use of the County System by User.
- (3) Comply with federal, state, and county rules.
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.
- (6) Guarantee that all persons who will be operating the APCO P25 Phase 2 Digital 800 MHz radio system are adequately trained, with such training requiring persons to attend an in-house training program for ten (10) to twelve (12) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio

Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

#### **TERMINATION AND DEFAULT REMEDIES:**

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the Digital 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of South Fulton shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

#### **AMENDMENTS:**

This Agreement may be modified at any time during the term by mutual written consent of the parties.

#### **NOTICES:**

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

**If to the County:**

Richard “Dick” Anderson, County Manager  
141 Pryor Street, S.W.,  
Suite 1000  
Atlanta, Georgia 30303  
404-612-8335  
404-612-0350 (facsimile)

**With a copy to:**

Y. Soo Jo, County Attorney  
141 Pryor Street, S.W.,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0235  
404-730-6324 (facsimile)

**If to the City:**

khalid kamau, Mayor  
City of South Fulton  
5440 Fulton Industrial Blvd  
South Fulton, GA 30336  
470-809-7710

Sharon D. Subadan, City Manager  
City of South Fulton  
4715 Frederick Drive SW  
South Fulton, GA 30336  
470-809-7700

Dr. Cedric Alexander, Interim Managing Director of Public Safety  
City of South Fulton  
100 Hartsfield Center Pkwy  
Suite 200  
Atlanta, GA 30354  
470-809-7300

Chad Jones, Fire Chief  
City of South Fulton  
4715 Frederick Drive SW  
South Fulton, GA 30336  
470-809-7575

### **NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

### **ENTIRE AGREEMENT:**

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

### **SEVERABILITY:**

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

### **GOVERNING LAW AND VENUE:**

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

### **EFFECTIVE DATE:**

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or effective upon the Board of Commissioners approval, whichever is later.

**WHEREFORE**, the parties, having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

**FULTON COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Y. Soo Jo, County Attorney  
County Attorney Office

\_\_\_\_\_  
Chris Sweigart, Director  
Department of Emergency Services 911

**CITY OF SOUTH FULTON, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
khalid kamau, Mayor  
City of South Fulton

\_\_\_\_\_  
Corey Adams (SEAL)  
Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Dr. Cedric Alexander, Interim Managing  
Director of Public Safety  
City of South Fulton

\_\_\_\_\_  
Chad Jones, Fire Chief  
City of South Fulton

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sharon D. Subadan, City Manager  
City of South Fulton

\_\_\_\_\_  
Sara D.E. Kelly, Interim City Attorney  
City of South Fulton





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0632

**Meeting Date:** 9/3/2025

### Department

Juvenile Court

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a recommended proposal - Juvenile Court, 25RFP1403114A-KM, Specific Evidence-Based Delinquency Prevention Programming in an amount not to exceed \$276,616.20 with Evidence-Based Associates, LLC (Atlanta, GA) to provide ART-Aggressive Replacement Therapy; Functional Family Therapy (FFT) and Multisystemic Therapy (MST). Effective July 1, 2025, through June 30, 2026 with two renewal options. This contract is 100% grant funded. No County funding is required.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-374 or 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners to approve.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

### Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

Yes

**Summary & Background:** The Office of the Governor Criminal Justice Coordinating Council approved funding for FY26 Juvenile Justice Incentive Grant for the grant period July 1, 2025 through June 30, 2026 to provide funding for juvenile courts to service youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice. The Subgrant Award Letter was signed by the Fulton County Board of Commissioners Chairman on July 22, 2025, approved on March 19, 2025, BOC 25-0186. This request is to approve a contract for the grant period.

The mission of Fulton County Juvenile Court is: first, to protect children and the community in matters brought before the court, to rehabilitate children, and to restore families; and second, to create opportunities for the community, partners, and stakeholders to engage in this mission actively. Fulton County Juvenile Court has been awarded funding from the Criminal Justice Coordinating Council. One of the objectives of this initiative is to provide evidence-based therapeutic services to court-involved children who are identified as moderate or high risk to re-offend, as determined by the utilization of objective risk and needs screening instruments. Three (3) treatment programs are identified to assist with meeting this objective; Functional Family Therapy (FFT), Multi-Systemic Therapy (MST), and Aggression Replacement Training (ART). Functional Family Therapy (FFT) is effective in addressing the behaviors of at-risk children and delinquent youth to overcome adolescent behavior problems, conduct disorder, substance abuse, and delinquency. Multi-Systemic Therapy (MST) is an intensive family and community-based treatment service that addresses multiple aspects of severe anti-social behavior in adolescents. The program's multi-systemic approach views an individual's behavior as being influenced by the systems around them and the individual's thoughts and feelings about those systems. Aggression Replacement Training (ART) concentrates on developing individual competencies to address various emotional and social aspects contributing to youths' aggressive behavior. Program techniques are designed to teach youths how to control angry impulses and take perspectives other than their own. The main goal is to reduce aggression and violence among youths by providing them opportunities to learn pro-social skills instead of aggressive behavior.

**Scope of Work:** The Fulton County Juvenile Court (FCJC) seeks to further its mission to rehabilitate children and restore families through the continued provision of evidence based therapeutic treatment and intensive in-home family-based services to children who meet prescribed eligibility criteria and who otherwise would potentially be committed to placements outside of their home environment. These support services include family/group reintegration and prevention services, as well as psychological evaluations; ART-Aggressive Replacement Therapy, Functional Family Therapy (FFT) and Multi-Systemic Therapy (MST), an intensive family and community based treatment program that addresses the environmental systems that impact chronic and violent juvenile offenders, including their homes and families; schools and teachers; and neighbors and friends.

**Community Impact:** Children and families impacted in an effective manner that leads to the successful completion of court ordered supervision conditions; and the reduction of juvenile delinquency re-offense rates by providing high quality and high-fidelity evidence-based service delivery for children and families

**Department Recommendation:** The Juvenile Court recommends the contract with Evidence-Based Associates, LLC for implementing FFT, ART, and MST evidence-based services to court-involved children and families is awarded.

**Project Implications:** No future implications exist.

**Community Issues/Concerns:** No issues have raised.

**Department Issues/Concerns:** The Department does not have concerns

**Contract Modification:** This is a new procurement.

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)*

**Contract Value:** \$276,616.20

**Prime Vendor:** Evidence-Base Associates, LLC

**Prime Status:** Non-Minority

**Location:** Atlanta, GA

**County:** Fulton County

**Prime Value:** \$94,049.51 or 34.00%

**Subcontractor:** Grace Harbor

**Subcontractor Status:** Non-Minority

**Location:** Peachtree City, GA

**County:** Fayette County

**Subcontractor Value:** \$182,566.69 or 66.00%

**Total Contract Value:** \$276,616.20 or 100.00%

**Total Certified Value:** -0-

**Exhibits Attached**

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: February 2025 Grants Activity Report

Exhibit 3: Signed Subgrant Award

Exhibit 4: Performance Evaluation - EBA

**Contact Information**

Cicely Barber, Chief Administrator Officer, Fulton County Juvenile Court, 404-613-4681

**Contract Attached**

No

**Previous Contracts**

No

**Total Contract Value**

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$276,616.20

TOTAL: \$276,616.20

**Grant Information Summary**

Amount Requested: \$276,616.20  
Match Required: 0  
Start Date: July 1, 2025  
End Date: June 30, 2026  
Match Account \$: 0

- ☐ Cash  
☐ In-Kind  
☒ Approval to Award  
☐ Apply & Accept

**Fiscal Impact / Funding Source****Funding Line 1:**

461-405-JJ25-1160: Grants, Juvenile Court, Professional Services- \$276.616.20

**Key Contract Terms**

<b>Start Date:</b> 7/1/2025	<b>End Date:</b> 6/30/2026
<b>Cost Adjustment:</b> 0	<b>Renewal/Extension Terms:</b> C here to enter text.

**Overall Contractor Performance Rating:**100

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
7/1/2025

**Report Period End:**  
6/30/2026

**INTEROFFICE MEMORANDUM**

**TO:** Felicia Strong-Whitaker, Director  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** July 29, 2025

**SUBJECT:** 25RFP1403114A-KM, Specific Evidence-Based  
Delinquency Prevention  
Programming

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In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-referenced project on behalf of the Department of Juvenile Court.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Evidence-Based Associates
2. Family Ties Enterprises
3. Georgia Counseling, Inc.
4. Vitality Financial Healthcare, LLC

After review of the technical proposals, the following firms were short-listed.

1. Evidence-Based Associates
2. Family Ties Enterprises

After review, evaluation, and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Evidence Based Associates**, with a total score of **89.25**, is the recommended vendor for the award of 25RFP1403114A-KM, Specific Evidence-Based Delinquency Prevention Programming.

Evaluation Committee Recommendation Letter  
July 29, 2025  
Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their score is a part of the final scores in the attached Evaluation Matrix.

**SELECTION COMMITTEE MEMBERS:**

DocuSigned by:  
*Xavier McClorn*  
95007E821C53448  
Xavier McClorn-Johnson  
Administrative Coordinator III

DocuSigned by:  
*Shelly Spizuoco*  
8E79C6B576D0425  
Shelly Spizuoco  
Director of Integrated Services

Signed by:  
*Keshundra Wright*  
B336049C3499468  
Keshundra Wright  
Social Service Coordinator

Evaluation Committee Recommendation Letter  
 July 29, 2025  
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EVALUATION CRITERIA	WEIGHT	Evidence Based Associates	Family Ties Enterprises
Approach to Work	15%	11.25%	11.25%
Qualifications of Key Personnel	25%	25.00%	20.83%
Relevant Project Experience/Past Exp.	18%	18.00%	15.00%
Availability of Key Personnel	20%	20.00%	20.00%
Local Preference	5%	0.00%	5.00%
Service Disabled Veterans Preference	2%	0.00%	0.00%
**Total Technical Scores**		74.25%	72.08%
Cost	15%	15.00%	15.00
TOTAL SCORE:		89.25%	87.08%

25RFP1403114A-KM - Specific Evidence-Based Delinquency Prevention Programming (BIDS PUBLISHED)

Actions

Action Type	Description
Manager	The bid evaluation is ready to be finalized

Activities

Date	Description
07/22/2025 05:03 PM EDT	The "Price" Bid Evaluation Step has been finalized by Keisha Massey.
07/22/2025 05:02 PM EDT	The "Oral Interviews" Bid Evaluation Step has been finalized by Keisha Massey.
07/22/2025 05:00 PM EDT	Keisha Massey has finalized their evaluations for the "Oral Interviews" step.
07/22/2025 04:09 PM EDT	Xavier McClorn has finalized their evaluations for the "Oral Interviews" step.
07/22/2025 03:56 PM EDT	Keshundra Wright has finalized their evaluations for the "Oral Interviews" step.
07/22/2025 03:55 PM EDT	Shelly Spizuoco has finalized their evaluations for the "Oral Interviews" step.
07/08/2025 03:29 PM EDT	The "Technical" Bid Evaluation Step has been finalized by Keisha Massey.
07/03/2025 02:30 PM EDT	Keisha Massey has finalized their evaluations for the "Technical" step.
07/02/2025 04:29 PM EDT	Bebe Love has finalized their evaluations for the "Technical" step.
07/01/2025 04:54 PM EDT	Shelly Spizuoco has finalized their evaluations for the "Technical" step.
06/30/2025 09:28 AM EDT	Keshundra Wright has finalized their evaluations for the "Technical" step.
06/27/2025 11:20 AM EDT	Xavier McClorn has finalized their evaluations for the "Technical" step.
06/25/2025 12:52 PM EDT	The Bid Evaluation Process has been started by Keisha Massey.
06/20/2025 02:32 PM EDT	Bids have been unlocked by Keisha Massey.

Steps

Technical	
Status	Finalized
Total Bids	4
Pass	4
Fail	0
Oral Interviews	
Status	Finalized
Total Bids	4
Pass	2
Fail	2
Price	
Status	Finalized
Bids evaluated	2
Final Score	
Status	In Progress

Bidders

Electronic Bids	4
Manual Bids	0

Bidders	Technical (/85)	Oral Interviews (/85)	Price (/15)	Final Score (/185)
Evidence Based Associates Org No: 1767718	74.25 (87.35%)	73.17 (86.08%)	8.06 (53.7%)	81.23 (43.91%)
Family Ties Enterprises Org No: 2883759	72.08 (84.8%)	37.5 (44.12%)	15 (100%)	52.5 (28.38%)
Georgia Counseling Inc Org No: 2869488	37.08 (43.62%)	0 (0%)		
Vitality Financial Healthcare LLC Org No: 2871774	36.67 (43.14%)	2 (2.35%)		

#### Technical **LATE**

Status	Finalized
Weight	85 pts
Deadline	07/09/2025 04:00 PM EDT

Evaluators	Section Assigned	Status
Keisha Massey	Local Preference	Finalized
Xavier McClorn	Project Plan/Approach to Work, Qualifications of Key Personnel, Relevant Project Experience/Past Performance, Availability of Key Personnel	Finalized
Shelly Spizuoco	Project Plan/Approach to Work, Qualifications of Key Personnel, Relevant Project Experience/Past Performance, Availability of Key Personnel	Finalized
Keshundra Wright	Project Plan/Approach to Work, Qualifications of Key Personnel, Relevant Project Experience/Past Performance, Availability of Key Personnel	Finalized
Bebe Love	Service Disabled Veterans	Finalized

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Evidence Based Associates Org No: 1767718	Finalized	74.25	87.35	Pass

#### Project Plan/Approach to Work

Weight 15%

Evaluators	Status	Score (/15)	Decision
Xavier McClorn	Finalized	11.25	Pass
Shelly Spizuoco	Finalized	11.25	Pass
Keshundra Wright	Finalized	11.25	Pass

#### Qualifications of Key Personnel

Weight 25%

Evaluators	Status	Score (/25)	Decision
Xavier McClorn	Finalized	25	Pass
Shelly Spizuoco	Finalized	25	Pass
Keshundra Wright	Finalized	25	Pass

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Relevant Project Experience/Past Performance				Weight 18%
Evaluators	Status	Score (/18)	Decision	
Xavier Mcclorn	Finalized	18	Pass	
Shelly Spizuoco	Finalized	18	Pass	
Keshundra Wright	Finalized	18	Pass	
Availability of Key Personnel				Weight 20%
Evaluators	Status	Score (/20)	Decision	
Xavier Mcclorn	Finalized	20	Pass	
Shelly Spizuoco	Finalized	20	Pass	
Keshundra Wright	Finalized	20	Pass	
Local Preference				Weight 5%
Evaluators	Status	Score (/5)	Decision	
Keisha Massey	Finalized	0	Pass	
Service Disabled Veterans				Weight 2%
Evaluators	Status	Score (/2)	Decision	
Bebe Love	Finalized	0	Pass	
Family Ties Enterprises Org No: 2883759	Finalized	72.08	84.8	Pass
Project Plan/Approach to Work				Weight 15%
Evaluators	Status	Score (/15)	Decision	
Xavier Mcclorn	Finalized	7.5	Pass	
Shelly Spizuoco	Finalized	11.25	Pass	
Keshundra Wright	Finalized	15	Pass	
Qualifications of Key Personnel				Weight 25%
Evaluators	Status	Score (/25)	Decision	
Xavier Mcclorn	Finalized	18.75	Pass	
Shelly Spizuoco	Finalized	25	Pass	
Keshundra Wright	Finalized	18.75	Pass	
Relevant Project Experience/Past Performance				Weight 18%
Evaluators	Status	Score (/18)	Decision	
Xavier Mcclorn	Finalized	18	Pass	
Shelly Spizuoco	Finalized	13.5	Pass	
Keshundra Wright	Finalized	13.5	Pass	

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Availability of Key Personnel				Weight 20%
Evaluators	Status	Score (/20)	Decision	
Xavier Mcclorn	Finalized	20	Pass	
Shelly Spizuoco	Finalized	20	Pass	
Keshundra Wright	Finalized	20	Pass	
Local Preference				Weight 5%
Evaluators	Status	Score (/5)	Decision	
Keisha Massey	Finalized	5	Pass	
Service Disabled Veterans				Weight 2%
Evaluators	Status	Score (/2)	Decision	
Bebe Love	Finalized	0	Pass	
Georgia Counseling Inc Org No: 2869488	Finalized	37.08	43.62	Pass
Project Plan/Approach to Work				Weight 15%
Evaluators	Status	Score (/15)	Decision	
Xavier Mcclorn	Finalized	11.25	Pass	
Shelly Spizuoco	Finalized	7.5	Pass	
Keshundra Wright	Finalized	7.5	Pass	
Qualifications of Key Personnel				Weight 25%
Evaluators	Status	Score (/25)	Decision	
Xavier Mcclorn	Finalized	12.5	Pass	
Shelly Spizuoco	Finalized	6.25	Pass	
Keshundra Wright	Finalized	18.75	Pass	
Relevant Project Experience/Past Performance				Weight 18%
Evaluators	Status	Score (/18)	Decision	
Xavier Mcclorn	Finalized	4.5	Pass	
Shelly Spizuoco	Finalized	4.5	Pass	
Keshundra Wright	Finalized	13.5	Pass	
Availability of Key Personnel				Weight 20%
Evaluators	Status	Score (/20)	Decision	
Xavier Mcclorn	Finalized	5	Pass	
Shelly Spizuoco	Finalized	5	Pass	
Keshundra Wright	Finalized	15	Pass	

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Local Preference				Weight 5%
Evaluators	Status	Score (/5)	Decision	
Keisha Massey	Finalized	0	Pass	
Service Disabled Veterans				Weight 2%
Evaluators	Status	Score (/2)	Decision	
Bebe Love	Finalized	0	Pass	
Vitality Financial Healthcare LLC Org No: 2871774	Finalized	36.67	43.14	Pass
Project Plan/Approach to Work				Weight 15%
Evaluators	Status	Score (/15)	Decision	
Xavier Mcclorn	Finalized	11.25	Pass	
Shelly Spizuoco	Finalized	3.75	Pass	
Keshundra Wright	Finalized	11.25	Pass	
Qualifications of Key Personnel				Weight 25%
Evaluators	Status	Score (/25)	Decision	
Xavier Mcclorn	Finalized	18.75	Pass	
Shelly Spizuoco	Finalized	0	Pass	
Keshundra Wright	Finalized	12.5	Pass	
Relevant Project Experience/Past Performance				Weight 18%
Evaluators	Status	Score (/18)	Decision	
Xavier Mcclorn	Finalized	13.5	Pass	
Shelly Spizuoco	Finalized	4.5	Pass	
Keshundra Wright	Finalized	13.5	Pass	
Availability of Key Personnel				Weight 20%
Evaluators	Status	Score (/20)	Decision	
Xavier Mcclorn	Finalized	5	Pass	
Shelly Spizuoco	Finalized	0	Pass	
Keshundra Wright	Finalized	10	Pass	
Local Preference				Weight 5%
Evaluators	Status	Score (/5)	Decision	
Keisha Massey	Finalized	0	Pass	

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Service Disabled Veterans				Weight 2%
Evaluators	Status	Score (/2)	Decision	
Bebe Love	Finalized	2	Pass	

**Oral Interviews**

**Status** Finalized  
**Weight** 85 pts

Evaluators	Section Assigned	Status
Keisha Massey	Local Preference, Service Disabled Veterans	Finalized
Xavier Mcclorn	Project Plan/Approach to Work, Qualifications of Key Personnel, Relevant Project Experience/Past Performance, Availability of Key Personnel	Finalized
Shelly Spizuoco	Project Plan/Approach to Work, Qualifications of Key Personnel, Relevant Project Experience/Past Performance, Availability of Key Personnel	Finalized
Keshundra Wright	Project Plan/Approach to Work, Qualifications of Key Personnel, Relevant Project Experience/Past Performance, Availability of Key Personnel	Finalized

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Evidence Based Associates Org No: 1767718	Finalized	73.17	86.08	Pass

Project Plan/Approach to Work				Weight 15%
Evaluators	Status	Score (/15)	Decision	
Xavier Mcclorn	Finalized	15	Pass	
Shelly Spizuoco	Finalized	15	Pass	
Keshundra Wright	Finalized	15	Pass	

**Comment:**

Provider willing to offer all 3 requested services.  
Additional measures to include FSR to ensure adequate engagement/re-engagement between court staff, therapist and youth/families.

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Qualifications of Key Personnel				Weight 25%
Evaluators	Status	Score (/25)	Decision	
Xavier McClorn	Finalized	25	Pass	
Shelly Spizuoco	Finalized	25	Pass	
Keshundra Wright	Finalized	25	Pass	
Comment: Provider willing to offer all 3 requested services. Additional measures to include FSR to ensure adequate engagement/re-engagement between court staff, therapist and youth/families.				
Relevant Project Experience/Past Performance				Weight 18%
Evaluators	Status	Score (/18)	Decision	
Xavier McClorn	Finalized	18	Pass	
Shelly Spizuoco	Finalized	18	Pass	
Keshundra Wright	Finalized	13.5	Pass	
Comment: Provider willing to offer all 3 requested services. Additional measures to include FSR to ensure adequate engagement/re-engagement between court staff, therapist and youth/families.				
Availability of Key Personnel				Weight 20%
Evaluators	Status	Score (/20)	Decision	
Xavier McClorn	Finalized	15	Pass	
Shelly Spizuoco	Finalized	15	Pass	
Keshundra Wright	Finalized	20	Pass	
Comment: Provider willing to offer all 3 requested services. Additional measures to include FSR to ensure adequate engagement/re-engagement between court staff, therapist and youth/families.				
Local Preference				Weight 5%
Evaluators	Status	Score (/5)	Decision	
Keisha Massey	Finalized	0	Pass	
Service Disabled Veterans				Weight 2%
Evaluators	Status	Score (/2)	Decision	
Keisha Massey	Finalized	0	Pass	
Family Ties Enterprises Org No: 2883759	Finalized	37.5	44.12	Pass

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Project Plan/Approach to Work				Weight 15%
Evaluators	Status	Score (/15)	Decision	
Xavier Mcclorn	Finalized	3.75	Pass	
Shelly Spizuoco	Finalized	3.75	Pass	
Keshundra Wright	Finalized	7.5	Pass	
Qualifications of Key Personnel				Weight 25%
Evaluators	Status	Score (/25)	Decision	
Xavier Mcclorn	Finalized	12.5	Pass	
Shelly Spizuoco	Finalized	6.25	Pass	
Keshundra Wright	Finalized	6.25	Pass	
Relevant Project Experience/Past Performance				Weight 18%
Evaluators	Status	Score (/18)	Decision	
Xavier Mcclorn	Finalized	4.5	Pass	
Shelly Spizuoco	Finalized	9	Pass	
Keshundra Wright	Finalized	9	Pass	
Availability of Key Personnel				Weight 20%
Evaluators	Status	Score (/20)	Decision	
Xavier Mcclorn	Finalized	15	Pass	
Shelly Spizuoco	Finalized	5	Pass	
Keshundra Wright	Finalized	15	Pass	
Local Preference				Weight 5%
Evaluators	Status	Score (/5)	Decision	
Keisha Massey	Finalized	5	Pass	
Service Disabled Veterans				Weight 2%
Evaluators	Status	Score (/2)	Decision	
Keisha Massey	Finalized	0	Pass	
Georgia Counseling Inc Org No: 2869488	Finalized	0	0	Fail
Comment: This company did not receive enough points for Oral Interviews.				

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Project Plan/Approach to Work				Weight 15%
Evaluators	Status	Score (/15)	Decision	
Xavier Mcclorn	Finalized	0	Pass	
Comment: WE DID NOT EVALUATE.				
Shelly Spizuoco	Finalized	0	Pass	
Comment: DID NOT EVALUATE				
Keshundra Wright	Finalized	0	Pass	
Qualifications of Key Personnel				Weight 25%
Evaluators	Status	Score (/25)	Decision	
Xavier Mcclorn	Finalized	0	Pass	
Comment: WE DID NOT EVALUATE.				
Shelly Spizuoco	Finalized	0	Pass	
Comment: DID NOT EVALUATE				
Keshundra Wright	Finalized	0	Pass	
Relevant Project Experience/Past Performance				Weight 18%
Evaluators	Status	Score (/18)	Decision	
Xavier Mcclorn	Finalized	0	Pass	
Comment: WE DID NOT EVALUATE.				
Shelly Spizuoco	Finalized	0	Pass	
Comment: DID NOT EVALUATE				
Keshundra Wright	Finalized	0	Pass	
Availability of Key Personnel				Weight 20%
Evaluators	Status	Score (/20)	Decision	
Xavier Mcclorn	Finalized	0	Pass	
Comment: WE DID NOT EVALUATE.				
Shelly Spizuoco	Finalized	0	Pass	
Comment: DID NOT EVALUATE				
Keshundra Wright	Finalized	0	Pass	

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Local Preference				Weight 5%
Evaluators	Status	Score (/5)	Decision	
Keisha Massey	Finalized	0	Pass	
Service Disabled Veterans				Weight 2%
Evaluators	Status	Score (/2)	Decision	
Keisha Massey	Finalized	0	Pass	
Vitality Financial Healthcare LLC Org No: 2871774	Finalized	2	2.35	Fail
Comment: This company did not receive enough points for Oral Interviews.				
Project Plan/Approach to Work				Weight 15%
Evaluators	Status	Score (/15)	Decision	
Xavier McClorn	Finalized	0	Pass	
Comment: WE DID NOT EVALUATE				
Shelly Spizuoco	Finalized	0	Pass	
Comment: DID NOT EVALUATE				
Keshundra Wright	Finalized	0	Pass	
Qualifications of Key Personnel				Weight 25%
Evaluators	Status	Score (/25)	Decision	
Xavier McClorn	Finalized	0	Pass	
Comment: WE DID NOT EVALUATE				
Shelly Spizuoco	Finalized	0	Pass	
Comment: DID NOT EVALUATE				
Keshundra Wright	Finalized	0	Pass	

Bidders	Evaluation Status	Score (/85)	Score (%)	Final Decision
Relevant Project Experience/Past Performance				Weight 18%
Evaluators	Status	Score (/18)	Decision	
Xavier Mcclorn	Finalized	0	Pass	
Comment: WE DID NOT EVALUATE				
Shelly Spizuoco	Finalized	0	Pass	
Comment: DID NOT EVALUATE				
Keshundra Wright	Finalized	0	Pass	
Availability of Key Personnel				Weight 20%
Evaluators	Status	Score (/20)	Decision	
Xavier Mcclorn	Finalized	0	Pass	
Comment: WE DID NOT EVALUATE				
Shelly Spizuoco	Finalized	0	Pass	
Comment: DID NOT EVALUATE				
Keshundra Wright	Finalized	0	Pass	
Local Preference				Weight 5%
Evaluators	Status	Score (/5)	Decision	
Keisha Massey	Finalized	0	Pass	
Service Disabled Veterans				Weight 2%
Evaluators	Status	Score (/2)	Decision	
Keisha Massey	Finalized	2	Pass	
<b>Price</b>				
<b>Status</b>	Finalized			
<b>Weight</b>	15 pts			
<b>Price Formula</b>	Standard Formula			
Bidders			Submitted Price	Score (/15)
Evidence Based Associates Org No: 1767718			\$391,078.80	8.06 (53.7%)
Family Ties Enterprises Org No: 2883759			\$210,000.00	15 (100%)
<b>Final Score</b>				
<b>Status</b>	In Progress			

Bidders

Evidence Based Associates  
Org No: 1767718

Final Score (/185)

81.23 pts  
Original: 155.48 pts  
43.91%

Family Ties Enterprises  
Org No: 2883759

52.5 pts  
Original: 124.58 pts  
28.38%



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

BID TABULATION SHEET

Keisha Massey, Assistant Purchasing Agent

Date: 06/17/2025

25RFP1403114A-KM, Specific Evidence-Based Delinquency Prevention

Programming

Number of Proposals Received: 4

Respondent's Name		Bid Amount
1.	Evidence-Based Associates	\$391,078.00
4.	Family Ties Enterprises	\$210,000.00
5.	Georgia Counseling, Inc.	\$199,600.00
6.	Vitality Financial Healthcare, LLC	\$680,500.00
7.		
8.		



# **FULTON COUNTY FY2025 GRANTS ACTIVITY REPORT February 2025**

Presented to:  
Fulton County Board of Commissioners  
Wednesday, March 19, 2025  
Second Meeting

*Provided by: Fulton County Finance Department, Grants Administration Division*



# Exhibit 1: Board Grants Ratification Summary

## Grants Submitted and/or Awarded February 1, 2025 - February 28, 2025

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), “all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.”

# EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

## Fulton County FY2025 February Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded February 1, 2025 Through February 28, 2025 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Previous Award from Grantor
JUSTICE AND SAFETY						
Juvenile Court	Criminal Justice Coordinating Council	Juvenile Justice Incentive Grant	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$750,000.00. Funding will support evidence-based delinquency prevention programming and rehabilitative services to Fulton County high risk youth. These support services include community-based family/group reintegration and prevention services, as well as mentorship services, and behavioral health evaluations and additional services. The grant period is from July 1, 2025 through June 30, 2026.	\$ 750,000.00	-	\$ 434,848.00
			No County Cash Match			
Juvenile Court	Criminal Justice Coordinating Council	Fulton County Juvenile FY26 Accountability Court Operating Grant	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$94,756.00. Funding will support Juvenile Court treatment programs, the HOPE program, which is the court's Family Treatment Court, and the CHOICES program, which is the Juvenile Drug Treatment Court. There is a cash match of \$16,720.00 for this grant. The Department has the funding available in their FY25 budget. The grant period is from July 1, 2025 through June 30, 2026.	\$ 94,756.00	16,720.00	\$ 80,410.00
			County Cash Match: \$16,720.00			
			<b>Subtotal:</b>	<b>\$ 844,756.00</b>	<b>\$ 16,720.00</b>	
HEALTH AND HUMAN SERVICES						
ARTS AND LIBRARIES						
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT						
Information Technology	Federal Emergency Management Agency (FEMA)	2025 State and Local Cybersecurity Grant Program	Request approval to apply and accept a grant from the Federal Emergency Management Agency (FEMA) Grant in the amount of \$85,000.00. Funding will support the Department to facilitate and host conferences and workshops to implement planning activities to assess and mitigate security risks and threats to critical infrastructure key resources within the county information and technology system. The grant period is from January 1, 2025 through December 31, 2025.	\$ 85,000.00	-	N/A
			No County Cash Match			
			<b>Subtotal:</b>	<b>\$ 85,000.00</b>	<b>\$ -</b>	
OPEN AND RESPONSIBLE GOVERNMENT						
REGIONAL LEADERSHIP						
			<b>TOTAL:</b>	<b>\$ 929,756.00</b>	<b>\$ 16,720.00</b>	



## Exhibit 2: All Grants Activity

### Cumulative Through February 28, 2025

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.  
Total grants broken out by grants still pending, grants awarded, and grants denied.  
Grants awarded broken out by new vs. renewal and competitive vs formula.

## EXHIBIT 2: ALL GRANTS ACTIVITY

### CUMULATIVE & CURRENT PERIOD (AS OF February 28, 2025)

*Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.*

*Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.*

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 2/1/2025-2/28/2025	Current Period Funds: 2/1/2025-2/28/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	13	\$ 109,409,266.00	3	\$ 929,756.00	16	\$ 110,339,022.00
Grants Awarded*	2	\$ 20,000.00	0	\$ -	2	\$ 20,000.00
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2025	-	\$ -	-	\$ 16,720.00	-	\$ 16,720.00
Total:	15	\$ 109,429,266.00	3	\$ 946,476.00	18	\$ 110,375,742.00

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 2/1/2025-2/28/2025	Current Period Funds: 2/1/2025-2/28/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	0	\$ -	0	\$ -	0	\$ -
Renewal/Repeat Grant Awards	2	\$ 20,000.00	0	\$ -	2	\$ 20,000.00
Total:	2	\$ 20,000.00	0	\$ -	2	\$ 20,000.00

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
	Prior Period Grants	Prior Period Funds	Current Period Grants: 2/1/2025-2/28/2025	Current Period Funds: 2/1/2025-2/28/2025	Cumulative Total Grants	Cumulative Total Funds
All Grants Awarded						
Competitive Grant Awards*	1	\$ -	0	\$ -	1	\$ -
Formula Grant Awards^^	1	\$ 20,000.00	0	\$ -	1	\$ 20,000.00
Total:	2	\$ 20,000.00	0	\$ -	2	\$ 20,000.00

<sup>^</sup>Includes 11 grants that were pending at the end of 2024 and carried over for tracking in 2025.

<sup>^^</sup>Formula grant awards include non-competitive grants and allocations.

\*Competitive Grants Awards is blank due to the grant being approved, but the award amount is reimbursable and contingent upon a natural or man-made disaster.

**GRANT AWARD****CRIMINAL JUSTICE COORDINATING COUNCIL**

## 2026 Juvenile Justice Incentive Grant Application

SUBAWARDEE:	Fulton County Board of Commissioner	CFDA NUMBER:	N/A
Employer Identification Number (EIN):	586001729	SUBAWARD NUMBER:	AW-JJIG-26-169-022
IMPLEMENTING AGENCY:	Fulton County Juvenile Court	SUBGRANT PERIOD:	07/01/2025 - 06/30/2026
PROJECT TYPE:	Juvenile Justice	SUB AWARD AMOUNT:	\$400,000.00
AWARD NUMBER:	State Juvenile Justice Incentive Grant	MATCHING FUNDS:	\$0.00
AWARD PERIOD:	07/01/2025 - 06/30/2026	TOTAL FUNDS:	\$400,000.00

This award is hereby made in the amount and for the period shown above for a Subgrant authorized by the Juvenile Justice and Delinquency Prevention Act of 2018, Sections 221-223, 42 U.S.C. Sections 5631-5633. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions. The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Juvenile Justice and Delinquency Prevention Act of 2018. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

Reimbursement/Payment Frequency: Quarterly


**Agency Approval**

  
 Jay Neal, Director  
 Criminal Justice Coordinating

**Date**

7/15/2025

**Awardee Approval**

  
 Signed Name: ROBERT L. PITTS  
 Printed Name: ROBERT L. PITTS  
 Title: CHAIRMAN  
 Date: 7/22/2025

250186 SRM 3/19/25  
 SECOND REGULAR MEETING

Performance Evaluation Details

ID	E1
Project	Specific Evidence-Based Delinquency Prevention Programming
Project Number	22RFP048A-CJC
Supplier	Evidence Based Associates
Supplier Project Contact	Nicole Janer (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2023 to 06/30/2024
Effective Date	07/26/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/26/2024 02:26 PM EDT
Completion Date	07/26/2024 02:26 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### QUALITY OF PRODUCT OR SERVICE

20/20

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Evidence Base Associates is a new provider for the Court. They have exceeded our expectations. Ms. Barnes communicates often and timely with the team. Families are engaged and participating in services which speak to the professionalism of the agency.

### TIMELINESS OF PERFORMANCE

20/20

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Ms. Teri Barnes quickly responds to all questions and provides thorough information.

### BUSINESS RELATIONS

20/20

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

EBA hosted a informational session with the court and provided an overview of their agency and what the court can expect.

### CUSTOMER SATISFACTION

20/20

Rating

**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

The court is extremely satisfied with the services provided so far.

### COST CONTROL

20/20

Rating

**Outstanding:** Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Invoices are submitted in a timely manner with all supporting documentation.

### GENERAL COMMENTS

Comments

EBA provides excellent treatment services to court involved youth. They are responsive, professional and opened to suggestions. The court is highly pleased with the services provided.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0635

**Meeting Date:** 9/3/2025

---

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of Proclamations and Certificates.

Proclamation recognizing "Corporal Zahir Muid Appreciation Day."  
**(Pitts/Ellis/Thorne/Barrett/Ivory/Abdur-Rahman)**

Proclamation recognizing "Recovery Month."  
**(Ellis/Ivory/Pitts/Thorne/Barrett/Ivory/Abdur-Rahman)**

Proclamation recognizing "Georgia STAND UP Appreciation Day."  
**(Pitts/Ellis/Barrett/Ivory/Abdur-Rahman)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0637

**Meeting Date:** 9/3/2025

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### Department

Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation, review, and approval of September 3, 2025, Budget Soundings and Resolution.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

### Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

### Is this a purchasing item?

No

### Summary & Background

The September 3, 2025 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

### GENERAL FUND

#### ***Strategic Priority Area: Open and responsible government***

- ***Modify the 2025 Annual Hardware and Software Maintenance and Support List with an additional renewal and spending authority increase - (Page 3)***

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2025 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

**Fiscal Impact / Funding Source****Funding Line 1:**

No Fiscal Impact



# SEPTEMBER BUDGET SOUNDINGS

September 3, 2025

---

**Presented**

**to the**

**Board of Commissioners**

**by the**

**Finance Department**

**FULTON COUNTY, GEORGIA**  
**SUMMARY OF BUDGET SOUNDINGS FACT SHEET**  
**September 3, 2025 Sounding**

**GENERAL FUND:**

**SEPTEMBER 3, 2025 SOUNDINGS:**

ER 3, 2025 SOUNDINGS:	Contingency	Non-Agency
	<u>Actions</u>	<u>Actions</u>
Beginning Contingency as of January 1, 2025:	\$ 1,000,000	\$ -
Less March Soundings 3/19/25 [Special]	\$ -	\$ -
Less April Soundings: 4/2/25	\$ -	\$ -
Less April Soundings: 4/16/25	\$ -	\$ -
Less May Soundings: 5/7/25	\$ -	\$ -
Less May Soundings: 5/21/25	\$ -	\$ -
Less June Soundings: 6/4/25	\$ -	\$ -
Less June Soundings: 6/18/25	\$ -	\$ -
Less July Soundings: 7/9/25	\$ -	\$ -
Less August Soundings: 8/6/25	\$ -	\$ -
Less August Soundings: 8/20/25	\$ (131,000)	\$ -
Less September Soundings: 9/3/25	\$ -	\$ -
Less September Soundings: 9/17/25	\$ -	\$ -
Less October Soundings: 10/1/25	\$ -	\$ -
Less October Soundings: 10/15/25	\$ -	\$ -
Ending Contingency Balance:	\$ 869,000	\$ -

Page #

Department Name & Agency Number	Amount	Amount
Item 25-0604 - approved by BOC: Transfer funds from the Non-Agency budget to the Medical Examiner budget to fund the vendor change for decedent transportation through the end of FY2025 - August 20th		
Non-Agency	(131,000)	
Medical Examiner	\$131,000	
Item 25-0467 - approved by BOC: Transfer funds from the Non-Agency budget to the County Manager budget appointment of the Correctional Operations Technical Advisor for FY2025 - June 18th		
Non-Agency		-\$38,772
County Manager		\$38,772
Item 25-0300 - approved by BOC Accountability Court Consolidation Position and Corresponding Funding Transfer - April 16th		
Magistrate Court - 422		-\$62,844
State Court - 420		-\$277,087
Superior Court - 450		\$339,932
Item 25-0346 - approved by BOC Transfer Funds from Non Agency to DBHDD for Diversion Center Support - May 7th		
Non-Agency - Dept 999		-\$1,700,000
Behavioral Health - Dept 755		\$1,700,000
Total Request from Contingency	\$0	\$0
Total Fund Impact	\$0	\$0

**GENERAL FUND**

**Strategic Priority Area: Open and Responsible Government**

**Action Required:**

Modify the 2025 Annual Hardware and Software Maintenance and Support List with an additional renewal and spending authority increase

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Add'l Amount	Funding Source	Comments
Software	Status Solutions, LLC	SSINNOVATE	Software maintenance and support	Behavioral Health and Developmental Disabilities	\$ -	\$ 18,000	Behavioral Health and Developmental Disabilities	Add the FY2025 renewal of the safety notification software system - cost of \$18,000.00

**Purpose (Justification)**

The following item was vetted and approved by the Purchasing Department.

The Department of Behavioral Health and Developmental Disabilities (BHDD) requests Board of Commissioners approval to add a vendor renewal to the FY2025 Annual Hardware and Software Maintenance List (AML). The renewal is for a safety alert software that was canceled on August 5, 2025, and will allow BHDD to continue service through FY2025 at a cost of \$18,000, with no additional funding required beyond the department's existing FY2025 budget.

1           **RESOLUTION BY THE FULTON COUNTY BOARD OF**  
2           **COMMISSIONERS TO AMEND FULTON COUNTY'S CURRENT BUDGET ON**  
3           **SEPTEMBER 3, 2025, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR**  
4           **OTHER PURPOSES**  
5  
6

7           **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority  
8 to adopt an ordinance to establish their own fiscal year and budget preparation  
9 process; and

10          **WHEREAS**, the Board of Commissioners of Fulton County has determined  
11 that it is in the best interest of the County to have a streamlined budget preparation  
12 process that provides the necessary legal requirements and removes previous  
13 time consuming and burdensome practices; and

14          **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its  
15 budget to adapt to changing governmental needs during the budget period; and

16          **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be  
17 made as follows:

18           (1) Any increase in appropriation at the legal level of control of the local  
19 government, whether accomplished through a change in anticipated revenues in  
20 any fund or through a transfer of appropriations among departments, shall require  
21 the approval of the governing authority. Such amendment shall be adopted by  
22 ordinance or resolution, and the basis for the funding decision does not negate or  
23 create personnel policy or procedure;

24           (2) Transfers of appropriations within any fund below the local government's  
25 legal level of control shall require only the approval of the budget officer; and

26           (3) The governing authority of a local government may amend the legal level

1 of control to establish a more detailed level of budgetary control at any time during  
2 the budget period. Said amendment shall be adopted by ordinance or resolution;  
3 and

4 **WHEREAS**, the legal level of control for Fulton County is the departmental  
5 level.

6 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
7 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current  
8 budget is hereby amended by approval of the attached departmental budget  
9 modifications.

10 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in  
11 conflict herewith are hereby repealed.

12 **SO PASSED AND ADOPTED**, this 3rd day of September, 2025.

13  
14 **FULTON COUNTY BOARD OF COMMISSIONERS**

15  
16  
17  
18  
19 \_\_\_\_\_  
20 Robert L. Pitts, Chairman

21  
22  
23 ATTEST: APPROVED AS TO FORM:

24  
25  
26 \_\_\_\_\_  
27 Tonya Grier  
28 Clerk to the Commission

\_\_\_\_\_

Y. Soo Jo  
County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0638

**Meeting Date:** 9/3/2025

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### Department

Information Technology

### Requested Action

Request approval to extend an existing contract - Department of Information Technology, State of North Dakota #146 Strategic Assessments, Upgrade of the County's Enterprise Resource Planning Software (ERP) application with International Consulting Acquisition Corp. dba ISG Public Sector (Stamford, CT) in an amount of \$577,190.00 to provide independent verification and validation services during the upgrade. Effective October 1, 2025 to March 31, 2026.

### Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

Yes

**Summary & Background:** This extension will allow ISG to continue providing verification and validation services in support of the County's upgrade of its integrated Financial, Personnel, and Purchasing applications to version 4. The County is currently operating on CGI AMS version 3.10, which is seven versions behind the most recent release, CGI Advantage 4.

Fulton County leveraged an existing North Dakota state contract to engage ISG Public Sector as an

independent verification and validation partner during the CGI software upgrade. The role of ISG Public Sector will be to provide project oversight, verify delivery aligns to best practices, validate the solution meets Fulton County business needs, and lead organizational change management to prepare Fulton County employees for the adoption of the software upgrade.

ISG Public Sector verification and validation services include:

- Verification and Validation of the required cloud infrastructure to support the ERP requirements of Fulton County Government to ensure High Availability, System Redundancy and ensure Disaster Recovery protocols in compliance with generally accepted cyber security standards such as the CSF (Cyber Security Framework) and / or FedRAMP/StateRAMP.
- Verification and Validation of the Functional & Technical specifications to address all the current and established future needs of Fulton County Government. The goal is to also address the current pain areas that will be addressed in the upgrade from CGI Advantage 3.10 to CGI Advantage 4.x
- Verify and Validate data migration protocols used to migrate data from the existing system to the proposed system, while ensuring that established standards of data integrity, including criteria for data cleansing, are enforced.
- Verify & validate the proposed training plan and ensure that on-going system maintenance and support are included in a Transition and Operational Support Plan.
- Verify & validate an organizational change management “strategy”
- Verify and validate that the implementation vendor’s approach to technical, functional, and regression testing is sound and follows industry standards/best practices.

**Scope of Work:** The scope of the initiative is to independently verify and validate the design, configuration, and implementation of the latest version of the County's ERP application. Additionally, program management office “PMO” governance and organizational change management is within scope to prepare Fulton County employees for the new platform (e.g. stakeholder engagement, communication, training, change impact, and readiness assessments).

**Community Impact:** Improved ease-of-use and productivity creates a better service experience for employees, businesses, and other agencies conducting business with Fulton County.

**Department Recommendation:** Requesting approval to enter a contractual partnership with International Consulting Acquisition Corp. dba ISG Public Sector to provide independent verification and validation services for upgrading the ERP platform.

**Project Implications:** Modernized and enhanced capabilities in the ERP software that benefits human resources, finance, purchasing and various departments business processes and operations.

**Community Issues/Concerns:** There are no issues/concerns to report.

**Department Issues/Concerns:** There are no issues/concerns to report.

## **Contract Modification**

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0127	2/21/2024	\$1,250,000.00
<b>Amendment #1</b>			\$577,190.00
Total Revised Amount			\$1,827,190.00

**Contract & Compliance Information**

Not Applicable

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Statement of Work

Exhibit 2: Performance Evaluator

Exhibit 3: Amendment Agreement

**Contact Information** *(Type Name, Title, Agency and Phone)*

Kevin Kerrigan, CIO, Information Technology, 404-612-0057

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$1,250,000.00

Previous Adjustments: \$0.00

This Request: \$577,190.00

TOTAL: \$1,827,190.00

**Fiscal Impact / Funding Source****Funding Line 1:**

500-220-2200-A087: Capital-Information Technology, Data Processing, CGI-AMS 4X Cloud Upgrade Funds

**Key Contract Terms**

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**Agenda Item No.:** 25-0638

**Meeting Date:** 9/3/2025

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<b>Start Date:</b> 10/1/2025	<b>End Date:</b> 3/31/2026
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>

**Overall Contractor Performance Rating:** 100

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
6/18/2025

**Report Period End:**  
7/8/2025



## STATEMENT OF WORK

Presented to

Fulton County, Georgia

Amendment #2 to  
Statement of Work for  
ERP Upgrade Project Oversight/QA and OCM Services

Presented by:

ISG Public Sector

June 23, 2025

imagine your future®



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## 1 Scope of Services and Work Products

International Consulting Acquisition Corp. dba ISG Public Sector (ISG) will provide Fulton County, Georgia (County) with Project Oversight/Quality Assurance (QA) and Organizational Change Management (OCM) services for the County's Enterprise Resource Planning (ERP) Upgrade Project. Project Oversight/QA services include assisting with the verifying that the solution is designed, tested, and implemented to satisfy County business requirements and validating that the practices, methods and activities of the project are effective, efficient, and will deliver a solution that meets County goals. OCM services include reviewing and providing feedback on the communication, preparedness, and training efforts of the County in coordination with CGI.

This Statement of Work (SOW) will provide consulting services on a fixed fee for service basis as defined in the pricing schedule provided below. These services will be delivered through a hybrid on-site/remote presence as defined below. ISG will adapt the below services to follow the CGI implementation methodology.

County and ISG will regularly work together in good faith to determine the most effective utilization of ISG's consulting services as the project progresses through the various phases of the ERP upgrade implementation.

The scope and timing of anticipated ISG services are described below.

### 1.1 ERP Upgrade Project Oversight/QA and OCM Services

The County has contracted with CGI to upgrade its current on-premises CGI Advantage ERP Solution to the cloud-based software as a service (SaaS) CGI Advantage 4 ERP Solution. Generally speaking, SaaS software is highly configurable to suit client needs but typically is not customizable. SaaS software selection therefore seeks the "best fit," and cloud software users modify their processes to operate with the "best practice" processes supported by the software. Requirements not met by the selected provider's software (in this case, the CGI Advantage 4 Solution) therefore must be addressed through changes in policy and/or process (i.e., workarounds), integrations, or development of extensions (i.e., CGI- and/or County-led development objects external to the CGI Advantage SaaS ERP products). County Leadership has adopted and endorsed this approach. County leaders will apply this approach in making decisions related to the business processes that the County will implement.

The County and CGI will manage the Project, direct their respective Project staff members, and be responsible for implementation strategy and task execution consistent with the County-CGI agreements and the County's finalized Project Plan. The County assumes responsibility for governance and timely Project decision-making, implementation of internal controls, security set-up and maintenance, and compliance with federal, state laws and regulations, and County ordinances.

## **Project Oversight/Quality Assurance Services**

ISG will provide Project Oversight/QA services throughout the Project. Project Oversight/QA services include objective, timely analysis and feedback to the Project Executive Sponsors, the Executive Steering Committee (ESC), and the County's Program Management Office (PMO) and other groups as mutually agreed based on ISG's experience with similar projects.

Throughout the Project, ISG will review CGI's work products for quality, accuracy, completeness, and adherence to contractual and functional/technical requirements. ISG's written review will identify schedule, cost and technical inconsistencies, errors, or other issues that may present a risk to the Project and will recommend acceptance or rejection of deliverables based upon the above criteria (e.g., quality, accuracy, completeness, and adherence to requirements).

ISG will conduct Project Oversight/QA in parallel with program activities and will include objective evaluation to validate that the project practices and procedures are meet or exceed industry standards. To complete these tasks, ISG will document a Project Oversight/QA plan that will describe the high-level plans and services that will be utilized to validate the ERP Upgrade Project is being implemented in compliance with user, contract, program, and functional requirements. Additionally, upon mutual agreement with County PMO, ISG will review deliverables to confirm that they satisfy the standards, practices, and convention of the program "stage" and that they establish the proper basis for initiating next "stage" activities.

## **Verification Services**

ISG will provide objective verification of selected work products and activities pertaining to all Phases of the ERP Upgrade Project. These services will be derived from industry best practices and established quality control principles, and all verification artifacts will be based on the approved, allocated and prioritized requirements for the Solution.

In general, ISG's verification services will include:

- Development and implementation of a Project Oversight/QA framework for the objectives, scope, approach, standards and procedures, tool, etc., to be used in the verification effort
- Ongoing observation and assessment of project activities
- Review of key Project deliverables as mutually agreed-upon with the County PMO
- Administration activities and tasks in support of the verification effort

## **Validation Services**

ISG will also provide validation support services to confirm that business requirements, issues, and risks have been satisfactorily addressed in accordance with best practices. The validation services aim to confirm the fit of the new business new solution as defined by the County and that appropriate training, policy, process, and procedural changes have been

defined and implemented according to the contract and work plan between the County and CGI.

In general, ISG's validation services include:

- Providing objective guidance and expertise to increase Project success and lower implementation risks
- Offering perspective and recommendations on the health of the ERP Upgrade Project from an experienced, neutral third party to improve the management of the solution in accordance with practices that reduce risk and support achievement of the stated Project objectives
- Communicate lessons learned from other implementation and redesign experiences to limit rework
- Provide recommendations on a revised course of action to limit the impact of potential issues and risks

### Organizational Change Management Services

ISG will provide Organizational Change management services beginning the third month of the project and continue throughout the remainder of the Project. OCM services include assisting the County Organizational Change Management Team with preparing the County for success throughout each Phase of the ERP Upgrade Project.

Throughout the Project, ISG will review and provide input to CGI's communications, training, business process re-design, and related efforts and work products. ISG will assist the County's OCM Manager with monitoring the County's organizational change management activities in accordance with the Project Plan.

- **Elimination of Barriers to Success** – ISG will monitor change management activities to emphasize potential “hot spots” and to mitigate Project risks. ISG will assist County Leadership and Project Teams with identifying organizational change areas having the greatest risk to project success based on ISG's previous experiences in providing project management services on large enterprise projects, as well as its knowledge of business processes inherent in ERP software and based on best business practices.
- **Communications** – ISG will review the County's execution of the County-approved CGI communication and change management plan for the ERP Upgrade Project. ISG will validate the Communication plan includes a comprehensive strategy for communicating with all impacted levels of the organization. ISG will also assist the County's review of CGI's communication activities, key messages associated with each activity, the audience, and the party responsible for delivering the communication throughout the ERP Upgrade Project.
- **Role Mapping and End-User Skills Fit/Gap Analysis** – ISG will validate the tools that the County will use to map end users to their new roles and to match employee skills with the requirements of the new roles.

- **Training** – ISG will evaluate the various components of end-user training, including the curriculum, materials, instructors, techniques, facilities, and logistics to confirm the strategy to properly educate employees to be able to function effectively in their new roles.
- **Organizational Impacts** – ISG will review the Project’s organizational design recommendations to account for the County’s history of changes, the impacts on current business processes, and the potential for changes in workforce requirements.
- **Change and Culture Impacts** – ISG will review both the knowledge transfer (e.g., the ability for the County to be self-sustaining when the recommended changes are put into effect) and the change management strategies and plans. This review also includes the engagement strategy for County Leadership, stakeholders, and end users.

### Optional Services

At its sole discretion, the County may authorize ISG to provide additional services using the rate card contained in this SOW. ISG and the County will mutually agree to the required staffing levels to support any such services and follow the Change Control process defined below.

## 1.2 Work Products and Approval Process

### Monthly Project Oversight/Quality Assurance Report

ISG will develop a monthly Project Oversight/Quality Assurance Report formatted in two parts. The first part will present an executive summary containing narrative on key topics and observations of activities and work products. The second part will contain details on individual activities and work products validated and verified for the monthly reporting period.

### Organizational Change Management Work Products

On a monthly basis, at a minimum, ISG’s OCM Consultant will collaborate with the County’s OCM Manager to prioritize and guide ISG’s efforts for the upcoming month. During these collaboration sessions, ISG’s OCM Consultant will provide the County’s OCM Manager a status of their efforts, identification of any roadblocks, and proactively identify opportunities to re-prioritize work based on the Project’s progress and phase.

The following non-exhaustive list provides example Work Products the ISG OCM Consultant will contribute to:

- Stakeholder Analysis and Engagement Plan

- Change Readiness Assessments
- Behavioral Change Plans
- Transition Plan Document
- Implementation Strategies Document
- Success Metrics Documentation and Monitoring Procedures
- Feedback Strategy

## Work Product Approval Process

ISG will present the above-defined work products to the County PMO for review and acceptance. The Project Executive Sponsors or the Project Manager will review the work product and accept or provide feedback within five (5) business days (the review period). If the County identifies deficiencies in the work product, the County PMO will provide the ISG Engagement Executive with written notice and a description of the specific deficiencies in the work product prior to the expiration of the review period. ISG may then revise the work product to address the deficiencies. If the County identifies additional deficiencies on ISG's re-submitted work product, the County PMO will notify the County Executive Sponsor and the ISG Engagement Executive to determine the plan for resolution. Unless notice is provided to the ISG Engagement Executive within the review period, the County and ISG agree the work product is considered complete.

## 2 ISG's Roles and Estimated FTE

ISG's roles and estimated full-time equivalency (FTE) are presented in the following table.

Project Role	Responsibility	Estimated FTE
Engagement Executive	Overall responsibility for the success of the engagement. Coordination of ISG resources to manage the Project to successful completion of all tasks, including quality, completeness, and timeliness. Conduct and document quality review meetings with the County. Also serve as a functional SME for the full Project scope.	Mo. 1-23: 10%
Project Oversight/QA Manager	The Project Oversight/QA Manager is responsible for day-to-day engagement in project activities and review of work products to confirm the project is being managed and executed following best practices and the solution being delivered meets the stated objectives of the County.	Mo. 1-2: 50% Mo. 3-23: 100%
OCM Manager	The OCM Manager is responsible for managing and monitoring the County's OCM activities following the County-approved plans developed by CGI, while providing feedback and input on the County's behalf to continually collaborate with CGI on the Project's training, communication, and preparedness activities.	Mo 3-12: 50% Mo 13-23: 100%

Estimated and actual FTE may vary by Project phase and month.

### 3 Period of Performance

The amended term of performance will extend the initial term of eighteen (18) consecutive months by an additional five (5) months to a consecutive twenty three (23) month term. The initial term can be extended at the County's sole discretion for an additional twelve (12) months using the rate card identified in Pricing below. Changes in the duration of project activities within a phase would not necessarily indicate a material change (e.g., short extension of the Design phase). However, changes that increase the overall length of a project phase (i.e., Go-Live Date) would be considered material. Any such material changes in the project timeline will be subject to mutual agreement of the Parties as defined in Change Control below.

### 4 Change Control

The County and ISG agree to manage contractual and SOW changes via a formal change control process. At any time, either the County or ISG may propose a contract change request to reflect a material change in Project scope, timeline, work effort, resource requirement, compensation, or other matter affecting the delivery of ISG's services. Upon submission, ISG will advise the County as to any cost or schedule impacts impacting ISG's fixed-fee or an estimate for additional services provided on a time and material basis.

In anticipation of the need for a contractual change, the County and ISG shall propose an amendment to the SOW to reflect the nature of the change and expected impact of the change. Both parties will negotiate the terms of the change in good faith and in a timely manner document the change impacts (e.g., scope increase/decrease, resources, payment timing/amounts) in an amendment to the SOW as signed by the County and ISG.

Neither party is obligated to change the deliverables, services, resources, or other aspects of the contract unless an SOW amendment for such change has been signed by both parties.

### 5 Termination for Convenience

In the event of termination for convenience, the Party initiating the termination will provide the Party being terminated for convince a written notice (30) days prior to the anticipated termination date. Upon notice of termination for convenience by the County, ISG will not work any compensable hours after the termination date. ISG's monthly fee will be prorated based on the termination date.



## 6 Pricing

ISG's services described in this SOW will be provided for a fixed monthly fee inclusive of all travel, expenses, and overhead costs. ISG's services will be invoiced monthly for service provided in the previous month, as follows:

Month #	Invoice Amount	Month #	Invoice Amount	Month #	Invoice Amount	Month #	Invoice Amount
1 (05-2024)	\$26,100	7 (11-2024)	\$73,250	13 (05-2025)	\$76,912	19 (11-2025)	\$78,680 or \$98,120
2 (06-2024)	\$26,100	8 (12-2024)	\$73,250	14 (06-2025)	\$76,912 or \$93,030	20 (12-2025)	\$78,680 or \$98,120
3 (07-2024)	\$73,250	9 (01-2025)	\$73,250	15 (07-2025)	\$76,912 or \$93,030	21 (01-2026)	\$78,680 or \$98,120
4 (08-2024)	\$73,250	10 (02-2025)	\$73,250	16 (08-2025)	\$76,912 or \$93,030	22 (02-2026)	\$78,680 or \$98,120
5 (09-2024)	\$73,250	11 (03-2025)	\$73,250	17 (09-2025)	\$76,912 or \$93,030	23 (03-2026)	\$78,680 or \$98,120
6 (10-2024)	\$73,250	12 (04-2025)	\$73,250	18 (10-2025)	\$76,912 or \$93,030	Conf.	\$6,000
<b>Grand Total Assuming 1.0 OCM FTE</b>							<b>\$1,823,362</b>

The County and ISG will jointly agree via email to adjust the OCM resource to be a 0.5 or 1.0 FTE. In the months when the OCM resource is a 0.5 FTE, ISG will submit an invoice for the lesser amount in the payment schedule. When the OCM resource is a 1.0 FTE, ISG will submit an invoice for the greater amount in the payment schedule.

With the County's written approval, ISG will be reimbursed for conference registration fees for conference attendance up to the amount shown below.

Conference Registration Fee Budget: \$6,000

### Rate Card for Task Order Services

The County may authorize ISG to perform services on a task order basis. The time and materials rate card will be used for services outside of the scope (e.g., training, interface support) described in this SOW. Any such changes will be handled through the Scope Change Control process as defined in this SOW. ISG will only bill for services rendered and the off-site rates are inclusive of all travel and lodging expenses.

Role Description	Hourly Rate May 2024 to Oct 2025	Hourly Rate Nov 2025 to Oct March 2026
Engagement Partner - On-site	\$350	\$355
Engagement Partner - Off-site	\$300	\$305
Project Manager - On-site	\$275	\$280
Project Manager - Off-site	\$225	\$230
Director – On-Site	\$265	\$270
Director – Off-Site	\$215	\$220
Consultant – On-site	\$240	\$245
Consultant – Off-site	\$190	\$195

Any task order work will be addressed via individual monthly releases. ISG will submit a Release Document for the upcoming month or quarter to the County Project Manager approximately two (2) weeks prior to the beginning of a month that does not have an approved release for the work to be performed during that month. If the Release Document is accepted by the County, ISG will perform the tasks described in the Release Document. At the end of each month, ISG will: (1) produce a report that provides the status of the tasks described in the Release Document, and (2) submit an invoice to the County for the work performed during that month. The report will include the following items:

- The number of hours expended during the past month, and the cumulative total to date for the task order.
- Identification of the tasks worked on and what was completed during the current reporting period.
- The amount of funds expended during the current reporting period, and the cumulative total to date for the task order.

The County will review the status report and, upon acceptance of report, approve the ISG invoice for payment and remit payment within the terms of the contract. The actual hours worked will vary and will be included in the monthly invoice.

## 7 Assumptions

ISG's fee estimates are based on the services requested by the County and described in the Scope of Services section. To the extent additional services are requested, such services will be performed on a fee-for-service basis and documented via Change Control. This SOW and associated cost estimates are based on the following key assumptions:

- The County will provide an administrative support person assist with project management office activities.
- The County will make all Project meetings known to ISG in a timely manner, will grant ISG access to Project meetings, workshops, events, and other activities (e.g., testing, training), and will allow ISG to participate in any such meetings that ISG deems necessary to fulfill its responsibilities under the SOW. In general, these privileges will be equivalent to the privileges that the County makes available to the County's own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors to grant ISG the same privileges as described, as it relates to the Project.
- The County will make access to all documentation related to the Project available in a timely manner to ISG as ISG deems necessary to fulfill its responsibilities under the SOW. In general, this privilege will be equivalent to the access the County provides to its own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors that the County may engage to grant ISG the same privileges as described, as it relates to the Project.

- Representatives knowledgeable of the County's operations, systems, data, interfaces, etc. (i.e., subject matter experts) will be available to meet with ISG members for meetings in a timely manner and provide responses to ISG inquiries as ISG deems necessary to fulfill its responsibilities under the SOW.
- The County's PMO will review and provide timely feedback as noted above on work products as they are presented to the County for review.
- The County assumes responsibility for timely Project decision-making, software configuration and business process decisions, implementation of internal controls, security set-up and maintenance, and compliance with federal and state laws and regulations.
- ISG's Project Oversight/QA Manager will provide services through a mix of on-site and off-site resources not to exceed fifty percent (50%) on-site effort over the life of the Project. ISG's Engagement Executive and ISG's OCM Manager will provide services remotely. Any necessary expenses for anticipated ISG resources travelling onsite are included in the pricing.
- The Project Plan and invoicing schedule assume ISG will provide continuous services consistent with the Project Plan and will not experience a break in service. Should a break in service be necessitate by Project events, those changes will be addressed through the Scope Change Control process.
- ISG will rely upon information and representations provided by the County for the purpose of rendering services throughout this Project.
- The County and ISG agree that the scope of activities in this SOW may be adjusted as to priority and work effort during the course of the engagement such that the total cost of this effort does not exceed available funding.

If any of these assumptions prove invalid, or if deviations from them arise during the project, they will be managed through the scope change control process.



\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed as of the SOW Effective Date by their respective duly authorized representatives.

**Fulton County, Georgia**

**International Consulting Acquisition Corp.  
dba ISG Public Sector**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Performance Evaluation Details

<b>ID</b>	E1
<b>Project</b>	State of North Dakota #146 Strategic Assessments
<b>Project Number</b>	State of North Dakota #146 Strategic Assessments
<b>Supplier</b>	International Consulting Acquisition Corp dba ISG Public Sector
<b>Supplier Project Contact</b>	David L Hemingson (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	06/18/2025 to 07/08/2025
<b>Effective Date</b>	07/15/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	07/15/2025 10:51 AM EDT
<b>Completion Date</b>	07/15/2025 10:51 AM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### PROJECT MANAGEMENT

20/20

Rating

**Outstanding:** Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

*Not Specified*

### SCHEDULE

20/20

Rating

**Outstanding:** Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

*Not Specified*

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

**Outstanding:** Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

*Not Specified*

### COMMUNICATIONS AND CO-OPERATION

20/20

Rating

**Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

**Outstanding:** Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

*Not Specified*

## **EXTENSION NO. 1 TO FORM OF CONTRACT**

Contractor: International Consulting Acquisition Corp. dba ISG Public Sector  
("ISG")

Contract No.

Address: 2187 Atlantic St.  
City, State Stamford, CT 06902

Telephone: 512-970-0745

E-mail: [nathan.frey@isg-one.com](mailto:nathan.frey@isg-one.com)

Contact: Nathan Frey  
Partner

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with International Consulting Acquisition Corp. dba ISG Public Sector ("ISG") to provide ERP Upgrade Project Oversight/QA and OCM to include but not limited to Independent validation and verification for the said project, dated April 1, 2024, on behalf of the Information Technology Department; and

WHEREAS, the County wishes to extend the existing contract, with all terms and conditions unchanged, and add halftime or fulltime OCM resources for an additional six month period; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

**NOW, THEREFORE,** the County and the Contractor agree as follows:

This Extension No. 1 to Form of Contract is effective as of the 1<sup>st</sup> day of October, 2025, between the County and ISG, who agree that all Services specified will be performed by in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional six (6) month period, with the contract ending as of the 31<sup>st</sup> day of March, 2026.

1. **SCOPE OF WORK TO BE PERFORMED:** To continue to provide ERP Upgrade Project Oversight/QA and OCM to include but not limited to Independent validation and verification services during the upgrade.

2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$577,190.00 (Five Hundred Seventy Seven Thousand One Hundred Ninety Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Chief Deputy Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kevin Kerrigan, CIO  
Department of Information Technology

CONTRACTOR:

**INTERNATIONAL CONSULTING  
ACQUISITION CORP. DBA ISG  
PUBLIC SECTOR**

\_\_\_\_\_  
Nathan Frey  
Partner

ATTEST:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0639

**Meeting Date:** 9/3/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB146749K1-DB, Abatement and Demolition Services for the Knights Inn & Red Roof Inn Hotels, in the amount of \$1,467,000.00 with Complete Demolition Services, LLC (Carrollton, GA), to provide complete demolition of all buildings and foundations and removal and dumping of all construction demolition debris for the Red Roof Inn Hotel and Knights Inn Hotel. Contractor shall commence work upon issuance of the Notice to Proceed (NTP) and shall substantially complete the Work within 270 calendar days from issuance of the NTP and final completion of Work within 365 days of issuance of the NTP.

### Requirement for Board Action

In accordance with O.C.G.A. §36-91 Georgia Local Government Public Works Construction Law, all competitive sealed bids costing \$100,000 or more for public works construction projects shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

Yes

**Summary & Background:** The Department of Real Estate and Asset Management recommends approval of the lowest responsible bidder to provide complete demolition of all buildings and foundations, including the removal and dumping all construction demolition debris, for the Red Roof

Inn Hotel (located at 4430 Frederick Drive SW, South Fulton, GA 30336) and Knights Inn Hotel (located at 4330 Fulton Industrial Boulevard, South Fulton, GA 30336).

**Scope of Work:** The Demolition Contractors are to furnish all management, labor, materials, equipment, tools, and appurtenances necessary to complete the demolition of all buildings and foundations on site, to include all electrical supply, water supply piping, all drain and sewer piping, erosion control and tree protection. They will remove and dump all construction demolition debris. Abatement of asbestos and lead base paint materials is to be conducted prior to demolitions. Site shall be graded and all excavated areas filled in and leveled to a mowable grade. Seed and straw all disturbed areas. The scope of work also includes performing Alternate #1 to remove the retaining wall and import fill material per the drawings.

The Scope of Work includes but not limited to:

- \*Demolition Services
- \*Quality Control Services
- \*Working drawings and specifications for the demolition services
- \*Architectural
- \*Structural
- \*Civil
- \*Mechanical
- \*Plumbing
- \*Electrical
- \*Environmental Remediation
- \*Decontamination
- \*Landscaping
- \*Safety Plans
- \*Perform Alternate #1 - all work related to removing the retaining wall

**Community Impact:** The impact on the community is to create a green space for future development.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval of the lowest responsible bidder, Complete Demolition Services, LLC, to provide complete demolition of all buildings and foundations, including the removal and dumping all construction demolition debris for the Red Roof Inn Hotel (located at 4430 Frederick Drive SW, South Fulton, GA 30336) and Knights Inn Hotel (located at 4330 Fulton Industrial Boulevard, South Fulton, GA 30336).

The recommendation was based on the bidders' lump sum cost to demolish all buildings and foundation on the sites to include all water supply piping, all drain and sewer piping, erosion control and tree protection. This also includes abatement of asbestos and lead paint materials, and seed and straw disturbed areas. The lowest recommended bidder, Complete Demolition Services, LLC, submitted the base bid amount of \$1,226,000.00. The lump sum cost includes \$150,000.00 Owner-Contingency to determine the total base bid amount for this one-time project. In addition, DREAM recommends Alternate #1 is accepted with this scope of work, which includes performing removing

the retaining wall and importing fill material per the drawings in the additional amount of \$241,000. The total amount of the award recommendation is \$1,467,000.00.

The County received and evaluated ten (10) bid responses (3 were deemed Non-Responsive) to the solicitation. Complete Demolition Services, LLC submitted the overall lowest responsible and responsive bid to provide complete demolition services for the Red Roof Inn and the Knights Inn Hotels.

The recommendation review also included the bidder's submittal of applicable demolition experience and references and professional certifications/licenses needed to effectively complete the scope of work (Utility Contractor license and Environmental Remediation and Decontamination certification) as well as the bidder's ability to provide a Surety Bonds contingent upon their successful approval of contract agreement with the County.

The Demolition Contractor will work in collaboration with the Department of Real Estate and Asset Management, Building Construction Division.

**Project Implications:** The intent of this project is to demolish the existing hotel structures and create a green space for future development.

**Community Issues/Concerns:** The Department is not aware of any community issues/concerns at this time.

**Department Issues/Concerns:** If this contract is not approved, the County does not have the capacity or expertise to perform this demolition of all buildings and foundations on site and remove and dump all construction demolition debris for the Red Roof Inn Hotel and Knights Inn Hotel.

**Contract Modification:** This is a new procurement.

## **Contract & Compliance Information**

**Contract Value:** \$1,467,000.00

<b>Prime Vendor:</b>	<b>Complete Demolition Services, LLC</b>
<b>Prime Status:</b>	<b>Non-Minority</b>
<b>Location:</b>	<b>Carrollton, GA</b>
<b>County:</b>	<b>Carroll County</b>
<b>Prime Value:</b>	<b>\$789,832.80 or 53.84%</b>

<b>Subcontractor:</b>	<b>Carolyn's Hauling</b>
<b>Subcontractor Status:</b>	<b>White Female Business Enterprise</b>
<b>Location:</b>	<b>Redan, GA</b>
<b>County:</b>	<b>Dekalb County</b>
<b>Contract Value:</b>	<b>\$167,971.50 or 11.45%</b>

<b>Subcontractor:</b>	<b>Magoba, LLC</b>
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**Subcontractor Status:** Disadvantage Business Enterprise  
**Location:** Snellville, GA  
**County:** DeKalb County  
**Contract Value:** \$142,700.00 or 9.73%

**Subcontractor:** Jim Boyd Construction  
**Subcontractor Status:** Non-Minority  
**Location:** Albany, GA  
**County:** Dougherty County  
**Contract Value:** \$4,000.00 or 0.27%

**Subcontractor:** Royalty Hauling  
**Subcontractor Status:** Disadvantage Business Enterprise  
**Location:** Conyers, GA  
**County:** Rockdale, County  
**Contract Value:** \$362,495.70 or 24.71%

**Total Contract Value:** \$1,467,000.00 or 100.00%

**Total Certified Value:** \$673,167.20 or 45.89%

#### **Exhibits Attached**

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Performance Evaluation

#### **Contact Information**

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3773

#### **Contract Attached**

No

#### **Previous Contracts**

Yes

#### **Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$1,467,000.00  
TOTAL: \$1,467,000.00

#### **Fiscal Impact / Funding Source**

**Funding Line 1:**

505-520-5200-V275 Major Program: GNRL Program: V275 / Phase: 505DEM - Capital, Real Estate and Asset Management, Demolition - \$1,467,000.00

**Key Contract Terms**

<b>Start Date:</b> Upon execution of contract and NTP Letter	<b>End Date:</b> 365 calendar days from Notice to Proceed
<b>Cost Adjustment:</b> N/A	<b>Renewal/Extension Terms:</b> N/A

**Overall Contractor Performance Rating:** 97

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
5/20/2025

**Report Period End:**  
6/19/2025



## Department of Purchasing & Contract Compliance

### BID TABULATION SHEET ABATEMENT AND DEMOLITION SERVICES FOR THE KNIGHTS INN & RED ROOF INN HOTELS

PROJECT NUMBER: #25ITB146749K1-DB  
DATE: Thursday, July 17<sup>th</sup>, 2025  
TOTAL NUMBER OF BIDDERS: 10

Darlene A. Banks, CAPA

Page 1 of 2

* CONTRACTOR'S NAME	BID BOND YES/NO	TOTAL BASE BID AMOUNT	LICENSE YES/NO	E-verify Number
Complete Demolition Services	Yes	\$1,226,000.00	N/A	424902
The M Mitchell Group	Yes	\$1,241,779.15	N/A	Failed to provide, Non-Responsive
TOA, LLC	Yes	\$1,952,500.00	N/A	658886
Thompson Building Wrecking Co.	Yes	\$1,999,800.00	N/A	Failed to provide, Non-Responsive
Total Wrecking & Environmental, LLC	Yes	\$2,023,703.00	N/A	827345
1 Priority Environmental Services, LLC.	Yes	\$2,363,440.00	N/A	1124001
Kissberg Construction, Inc.	Yes	\$2,952,321.00	N/A	54477



## Department of Purchasing & Contract Compliance

Cross Environmental Services, Inc.	Yes	\$3,183,158.00	N/A	309595
Sabre Demolition Corporation	Yes	\$3,282,000.00	N/A	1768640
UJAMAA Construction	No	\$4,475,019.00	N/A	Non-Responsive

THE RESULTS RECEIVED IN RESPONSE TO THIS SOLICITATION DOES NOT REFLECT AWARD OF THIS CONTRACT. RESPONSES WILL BE FURTHER EVALUATED BY FULTON COUNTY REPRESENTATIVES.

[illegible]

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## Performance Evaluation Details

<b>ID</b>	E3
<b>Project</b>	Demolition Services for the Super Inn Hotel and the Executive Inn Hotel
<b>Project Number</b>	#23ITB122123K-DB
<b>Supplier</b>	Complete Demolition Services, LLC.
<b>Supplier Project Contact</b>	James Morehead (preferred language: English)
<b>Performance Program</b>	Construction Services
<b>Evaluation Period</b>	05/20/2025 to 06/19/2025
<b>Effective Date</b>	06/20/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	Not Specified
<b>Expectations Meeting Date</b>	Not Specified
<b>Status</b>	Completed
<b>Publication Date</b>	06/20/2025 01:10 PM EDT
<b>Completion Date</b>	06/20/2025 01:10 PM EDT
<b>Evaluation Score</b>	97

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range  
Outstanding = 90-100%  
Excellent = 80-89%  
Satisfactory = 70-79%  
Needs Improvement = 50-69%  
Unsatisfactory = -50%

### SCHEDULE

20/20

Rating

**Outstanding:** Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

### BUDGET MANAGEMENT

20/20

Rating

**Outstanding:** Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

No issues with budget management.

### OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

**Outstanding:** Outstanding Construction Project Management that exceeds in all areas.

Comments

Outstanding Construction Project Management that exceeds in all areas.

### COST CONTROL

20/20

Rating

**Outstanding:** Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively submitted documents to the User Department.

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

**Excellent:** Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

### GENERAL COMMENTS

Comments

Contractor performance is superb and met expectations.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0640

**Meeting Date:** 9/3/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, North Georgia Fuel Cooperative (NGFC) Contract #BL051-23, Gasoline and Diesel Fuel in an total amount not to exceed \$2,331,442.00 with (A) James River Solutions, LLC, (Ashland, VA) in an amount not to exceed \$940,000.00; (B) Boswell Oil Company (Athens, GA) in an amount not to exceed \$730,721.00; and (C) Sunoco, LP (Dallas, TX) in an amount not to exceed \$660,721.00, to provide gasoline and diesel fuel for Fulton County fleet vehicles. Effective dates: September 1, 2025, through August 31, 2026.

### Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

Yes

**Summary & Background:** Gwinnett County served as the Principal Procurement Agency for this fuel contract. This contract is a five-year contract, with an initial term of one year and four renewal options. The County is utilizing the North Georgia Fuel Cooperative to purchase fuel and spending authority must be established and approved annually.

The Gwinnett County Board of Commissioners on August 15, 2023, approved the initial Contract #BL051-23, Gasoline and Diesel Fuel Contract with three (3) fuel suppliers (Primary: James River Solutions, LLC, Secondary: Sunoco, LP, and Tertiary: Boswell Oil Company), to provide gasoline and diesel fuel on an Annual Contract with an effective term from September 1st through August 31<sup>st</sup> each year, with four (4) renewal options. Because we are utilizing a cooperative purchasing contract, the County's contract terms must align with the terms of the Principal Procurement Agency.

Now, DREAM is requesting approval to utilize cooperative purchasing authority in the total amount not to exceed \$2,331,442.00 to cover the costs for the anticipated annual expenditures for gasoline and diesel fuel purchases through the end of the 12-month period which ends August 31, 2026. This represents the second of four cooperative purchasing options, with two options remaining.

**Scope of Work:** Fulton County participates in the North Georgia Fuel Cooperative that was created to purchase gasoline and diesel fuels in bulk quantities to obtain discount pricing. This cooperative consists of the following metro governmental agencies: City of Atlanta, City of Covington, City of Gainesville, City of Marietta, City of Smyrna, Cobb County Government, Cobb County Board of Education, Dawson County, DeKalb County Government, DeKalb County Board of Education, Fulton County Government, Forsyth County, Gwinnett County, Gwinnett County Board of Education, Jackson County, and Rockdale County.

**Community Impact:** None that the Department is aware of.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval.

**Project Implications:** Joining this cooperative agreement provides benefits which resulted in discount pricing.

**Community Issues/Concerns:** None that the Department is aware of.

**Department Issues/Concerns:** If these contracts are not approved, the County could not purchase gasoline and diesel fuel at retail costs which will immediately increase County's spending.

## Contract Modification

### (A) James River Solutions, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0885	12/6/23	\$940,000.00
1st Cooperative Purchasing Option	24-0746	11/6/24	\$940,000.00
<b>2<sup>nd</sup> Cooperative Purchasing Option</b>			<b>\$940,000.00</b>
Total Revised Amount			\$2,820,000.00

### (B) Boswell Oil Company

Current Contract History	BOC Item	Date	Dollar Amount
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Original Award Amount	23-0885	12/6/23	\$695,721.00
1st Cooperative Purchasing Option	24-0746	11/6/24	\$730,721.00
<b>2<sup>nd</sup> Cooperative Purchasing Option</b>			<b>\$730,721.00</b>
Total Revised Amount			\$2,157,163.00

**(C) Sunoco, LP**

<b>Current Contract History</b>	<b>BOC Item</b>	<b>Date</b>	<b>Dollar Amount</b>
Original Award Amount	23-0885	12/6/23	\$695,721.00
1st Cooperative Purchasing Option	24-0746	11/6/24	\$660,721.00
<b>2<sup>nd</sup> Cooperative Purchasing Option</b>			<b>\$660,721.00</b>
Total Revised Amount			\$2,017,163.00

**Contract & Compliance Information** *(Provide Contractor and Subcontractor details.)*

Not Applicable

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: NGFC #BL051-23

Exhibit 2: Performance Evaluations

Exhibit 3: Cooperative Purchasing Justification and Approval Form- Gasoline and Diesel Fuel

**Contact Information** *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

**Contract Attached**

Yes

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$2,331,442.00

Previous Adjustments: \$2,331,442.00

This Request: \$2,331,442.00

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TOTAL: \$6,994,326.00

## Fiscal Impact / Funding Source

### Funding Line 1:

700-520-5223-1712: Internal Services, Real Estate and Asset Management, Gasoline- \$600,000.00 (for 4-months in FY2025) and \$1,731,442.00 (for 8-months in FY2026) "Pending availability of funding adopted for FY2026 by BOC"

Key Contract Terms	
Start Date: 9/1/2025	End Date: 8/31/2026
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: Second of four-year options

### Overall Contractor Performance Rating:

James River Solutions, LLC	88
Boswell Oil Company	88
Sunoco, LP	82

### Would you select/recommend this vendor again?

Yes

Report Period Start:	Report Period End:
10/1/2024	6/30/2025

### GASOLINE AND DIESEL FUEL SPECIFICATIONS

**SUPPLIER INFORMATION:** The product offered should conform to the basic requirements listed below. These requirements establish minimum performance levels and describe features deemed necessary to accomplish specific functions. Bidders are to indicate exactly what they are offering in the blank lines below. If the product meets a required item exactly as written, "COMPLY" may be used the space provided. If additional space is needed, please attach additional sheets. Any deviation that either exceeds or does not meet the minimum requirement should be noted as an exception and the exact offering described on the blank lines below the specification.

#### REQUIREMENTS

1. Low Sulfur Gasoline Ethanol. Minimum octane for regular grade is 87. State the minimum octane being bid. 87 Octane
  
2. Diesel fuel shall be ultra-low sulfur, #2 and shall meet ASTM specifications for #2 fuel.  
COMPLY  


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3. All products shall conform to State of Georgia specifications and comply with all federal, state, and local laws and regulations. COMPLY
  


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4. Upon the completion of the contract period (which includes each subsequent renewal period), the supplier shall furnish NGFC participants an executed GUST 36 Product Supplier Confirmation for all products delivered during the contract period (sample page enclosed – **Page 21**) COMPLY
  
5. NGFC participants are responsible for the following taxes: Federal Excise LUST (Local Underground Storage Tank) Government Tax, Georgia Motor Fuel Tax, Georgia Prepaid State Tax, Georgia Environmental Assurance Fee (Georgia Underground Storage Tank), and Federal Environmental Recovery Fee unless otherwise specified.

**BID PRICE SHALL NOT INCLUDE TAXES**

REQUIREMENTS

6. Supplier(s) shall make deliveries as indicated by each participating NGFC agency.

COMPLY

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7. Transport truck deliveries should be made to locations indicated by participating agencies. Delivery shall be made by transport truck(s) for Diesel Fuel with a maximum delivery of 7,500 gallons minimum 7,200 gallons; and Unleaded Gasoline Fuel with a maximum delivery of 8,600 gallons minimum 8,000 gallons.

8. Tank wagon or split trailer load deliveries shall be made to the locations as indicated by the agencies. COMPLY

9. All deliveries shall be made Monday through Friday, excluding holidays, within 24 hours after receipt of individual orders. Each NGFC agency may modify these conditions in the information section. COMPLY
-

**REQUIREMENTS**

10. Bid price shall be bid based on a cost "plus" basis, specifying the lowest available price to be used, "plus" shall include all delivery costs and other fees. The discount or premium shall remain fixed during the term of the contract. The referenced price on the OPIS Rack is a variable base price that will be determined by each future edition of the OPIS Rack Report. The real price shall be recomputed upon issuance of each edition of the OPIS Rack Report. The recomputed price will become effective on orders made on or after issuance date of the edition. However, undelivered orders will not be affected. Weekly price shall be modified according to the rack average posting OPIS Rack Report. Daily OPIS Rack rate shall be calculated the same. Including the code references on the OPIS Rack Report, the applicable price shall include the lump sum of the cost of the product and delivery to the destinations listed in the information sections. The lump sum shall be subject to applicable taxes.(OPIS Rack Report is a Gasoline and Distillate Reseller Price Report prepared by Oil Price Information Service, 8701 Georgia Avenue, and Suite 800, Silver Springs, MD 20910.) COMPLY
- 
- 
- 
- 

11. In the times of fuel shortages, this contract must take precedence over all non-governmental contracts where the shortage is not a danger to the general public. The gasoline and diesel fuel purchased by a NGFC agency will be used for emergency and public safety vehicles. COMPLY
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**REQUIREMENTS**

12. The risk of loss remains with the successful supplier in the following situations: (a) until the product is delivered pursuant to the requirements and conditions stated herein; and (b) where the tender or delivery of the products so fails to conform to the contract as to give a right of rejection until the nonconformity is cured or accepted. COMPLY
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
13. The successful supplier(s) warrant that:
- (a) quality of product(s) delivered will be equal to or greater than quality specified;
- (b) The product(s) delivered to the NGFC shall conform to any affirmation of fact or promise by the successful supplier(s), or description of the product(s); and (c) the product(s) delivered to the NGFC shall be fit for the particular purpose for which the product(s) are required.
- COMPLY
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
14. **MATERIAL SAFETY DATA SHEETS:** MSDS should be included in duplicate with your bid.

**NOTE:** All invoices shall have the bill of lading (BOL) attached.

Failure To Return This Page As Part Of Your Bid Document May Result In Rejection Of Bid.

## BID SCHEDULE

**\*\*Total price will be based on (Weekly Discount/Mark-Up + price per gallon) x Estimated Annual Quantity not including taxes\*\***

ITEM #	EST. ANNUAL QTY.	UNIT	DESCRIPTION	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON (OPIS)*	TOTAL**
1	15,799,062	Gal.	Diesel Fuel, ultra-low sulfur, #2 Full Transport Load Quantity	-0.0024	-0.0050	\$1.22	19,236,937.89
2	3,629,094	Gal.	Diesel Fuel, ultra-low sulfur, #2 Tank Wagon Load Quantity	0.0750	0.0750	\$1.22	4,699,676.73
3	11,686,222	Gal.	Low Sulfur Gasoline Ethanol Full Transport Load Quantity	-0.0072	-0.0100	\$1.30	15,107,947.80
4	2,981,274	Gal.	Low Sulfur Gasoline Ethanol Tank Wagon Load Quantity	0.07800	0.0690	\$1.30	4,108,195.57
5	40,000	Gal.	Diesel Exhaust Fluid	0.6000	0.6000	\$1.79	95,600.00
<b>BID TOTAL \$</b>							<b>43,248,357.99</b>

**\* For evaluation purpose only**State cost of split deliveries \$ 40.00 This is for different location sites and does not apply to multiple tanks at one site. Primary site cannot be charged in fee.)State pump fee \$ 65.00 State short load fee \$ 150.00 (less than 7,200 gallons – Diesel; less than 8,000 gallons – Unleaded))

North Georgia Fuel Cooperative requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the NGFC to declare bid non-responsive. Contract to begin on August 31, 2017.

Unless otherwise noted, quoted prices will remain firm for four (4) additional years. NGFC reserves the right to negotiate pricing/discounts for the additional renewal periods based on increased volumes from increased participation.

If a percentage decrease will be part of this bid, please note this in the space provided.

1<sup>st</sup> renewal period No decrease 2<sup>nd</sup> renewal period No decrease

3<sup>rd</sup> renewal period No decrease 4<sup>th</sup> renewal period No decrease

COMPANY NAME James River Solutions

**Failure To Return This Page As Part Of Your Bid Document May Result In Rejection Of Bid.****BID SCHEDULE (CONTINUED)**

If a percentage increase will be a part of this bid, please note this in the space provided.

<b>1<sup>st</sup> renewal period</b> _____	<b>2<sup>nd</sup> renewal period</b> _____
No increase	No increase
<b>3<sup>rd</sup> renewal period</b> _____	<b>4<sup>th</sup> renewal period</b> _____
No increase	No increase

**TERMINATION FOR CAUSE:**

The NGFC and any of its participants may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the NGFC and its participant's rights or remedies provided by law.

**TERMINATION FOR CONVENIENCE:**

The NGFC and its participants may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the NGFC and any of its participant's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**TERMINATION FOR FUND APPROPRIATION**

The NGFC and any of its participants may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier(s). In the event of the NGFC and its participant's termination of this Agreement for fund appropriation, the Supplier(s) will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

**Certification of Non-Collusion in Bid Preparation**

5/3/23

Date

Signature

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within 90 days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule.

**Legal Business Name** \_\_\_\_\_ James River Solutions, LLC

**Federal Tax ID** \_\_\_\_\_ 32-0135618

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

**Address** \_\_\_\_\_ 10487 Lakeridge Parkway, Ashland, VA 23005

**Does your company currently have a location within Gwinnett County?** Yes ☐ No ☒ \*JRS does have an office in Gainesville, GA and a fleet at the Doraville/Atlanta Terminal

**Representative Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ Tracy Little

**Telephone Number** \_\_\_\_\_ 804-399-8980

**Fax Number** \_\_\_\_\_ 804-359-6307

**E-mail address** \_\_\_\_\_ bbailey@jrpenergy.com / tracy@jrpenergy.com

## PRODUCT SUPPLIER CONFIRMATION

State of VirginiaCounty of Hanover

Personally came Tracy Little, who being first sworn, on oath deposes and says as follows:

1) My name is Managing Partner and that I am the Managing Partner of James River Solutions, Product Supplier (Supplier) (Title)

to the USTs located at various locations throughout Gwinnett County (Facility Name and Address)

2) That in my capacity of Managing Partner of Supplier, I am familiar (Title)

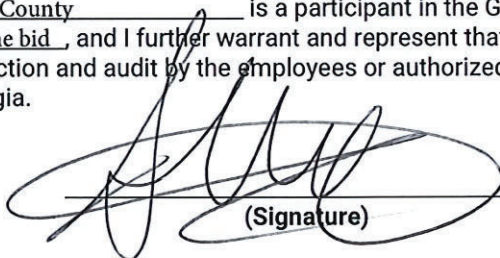
with the books and records maintained in the regular course of Supplier's business, especially concerning the sale of petroleum and the collection of and payment by Supplier of Environmental Assurance Fees (EAFs) for participants in the Georgia Underground Storage Tank (GUST) Trust Fund to the State of Georgia.

3) That the records of Supplier show that EAFs were collected on all petroleum product delivered to

various locations throughout Gwinnett County (Facility Name and Address)

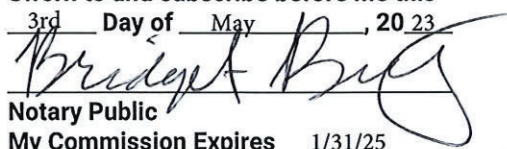
and that all EAFs so collected were properly and timely remitted to its distributor, the state of Georgia for payment to the GUST Trust Fund or directly to the GUST Trust Fund as provided by the Underground Storage Tank Act and The Rules for Underground Storage Tank Management.

4) That I am aware that the Environmental Protection Division will rely on the representations made and information provided herein in determining whether Gwinnett County is a participant in the GUST Trust Fund for the facility located at multiple locations documented in the bid, and I further warrant and represent that Supplier's records of EAF collection and payment are available for inspection and audit by the employees or authorized agents of the Georgia Environmental Protection Division or State of Georgia.

  
(Signature)

Sworn to and subscribe before me this

3rd Day of May, 20 23

  
Notary Public

My Commission Expires 1/31/25

(Seal)



Failure to return this page as part of your bid document may result in rejection of bid

### REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name Atlanta Public Schools  
 Brief Description of Project Bulk delivery of gasoline and diesel fuel, mobile fueling, fuel cards  
 Completion Date Ongoing  
 Contact Person John Franklin  
 Telephone 404-205-5500 Facsimile \_\_\_\_\_  
 E-Mail Address jafranklin@atlanta.k12.ga.us
  
2. Company Name Hampton Roads Transit  
 Brief Description of Project Bulk delivery of gasoline and diesel fuel; monitoring of tanks with SMARTank  
 Completion Date Ongoing  
 Contact Person Don Shea  
 Telephone 757-222-6000 ext. 6826 Facsimile \_\_\_\_\_  
 E-Mail Address dshea@hrtransit.org
  
3. Company Name Wake County Public Schools  
 Brief Description of Project Bulk delivery of diesel at a fixed price  
 Completion Date Ongoing  
 Contact Person Andrew Chow  
 Telephone 919-694-7674 Facsimile \_\_\_\_\_  
 E-Mail Address achow@wcpss.net

**COMPANY NAME** James River Solutions



BL051-23 Purchase of Gasoline and Diesel Fuel on an Annual Contract

Page 25

## CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. James River Solutions  
Company Submitting Bid/Proposal
2. Please select one of the following:
  - ☒ No information to disclose (*complete only section 4 below*)
  - ☐ Disclosed information below (*complete section 3 & section 4 below*)
3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

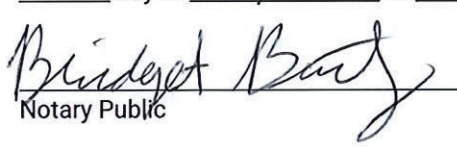
4. BY:   
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

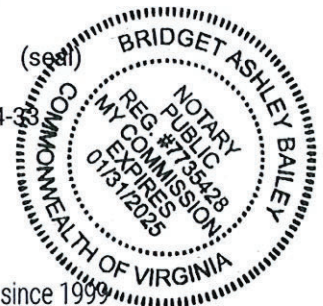
Tracy Little  
Printed Name of Authorized Officer or Agent

3rd day of May, 2023

Managing Partner  
Title of Authorized Officer or Agent of Contractor

  
Notary Public

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33  
The ordinance will be available to view in its' entirety at  
[GwinnettCounty.com](http://GwinnettCounty.com)





BL051-23 Purchase of Gasoline and Diesel Fuel on an Annual Contract

Page 26

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
**(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs 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, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

316841  
E-Verify \* User Identification Number

May 2014  
Date Registered

James River Solutions, LLC  
Legal Company Name

10487 Lakeridge Parkway, Suite 100  
Company Address

BY: Tracy Little  
Authorized Officer or Agent  
(Contractor Signature)

5/3/23  
Date

Tracy Little  
Title of Authorized Officer or Agent of Contractor  
[Signature]  
Printed Name of Authorized Officer or Agent

**For Gwinnett County Use Only:**  
Document ID # \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
3rd DAY OF May 2023  
[Signature]  
Notary Public  
My Commission Expires:  
1/31/25

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).





# Gwinnett

GWINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES  
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935  
O: 770.822.8720 | F: 770.822.8735  
GwinnettCounty.com

195

May 3, 2023

**Addendum #1  
BL051-23  
Purchase of Gasoline and Diesel Fuel on an Annual Contract**

**\*\*The opening date has been postponed indefinitely. The solicitation is NOT canceled. A new opening date will be released in a future addendum.\*\***

Thank you,

Casey Beauston  
Purchasing Associate II



WINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES  
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935  
O: 770.822.8720 | F: 770.822.8735  
GwinnettCounty.com

June 9, 2023

Addendum #2  
BL051-23  
Purchase of Gasoline and Diesel Fuel on an Annual Contract

**\*\*The deadline to receive bids has been extended to 2:50pm on Thursday, June 15, 2023.\*\***

Please see the below summation of questions and answers for the above solicitation.

Questions:

- Q1. Please provide bill of ladings for all fuel grades on this solicitation.  
A1. **See attachment below.**
- Q2. Please provide a current invoice for all fuel grades on this solicitation.  
A2. **See attachment below.**
- Q3. Please provide tax exemptions/certificates.  
A3. **See attachment below.**
- Q4. Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)? Or are wet signatures required?  
A4. **If documents are signed electronically, a Certificate of Completion needs to be included.**
- Q5. Are there any reporting requirements? If yes, please describe them.  
A5. **Upon the completion of the contract period (which includes each subsequent renewal period), the supplier shall furnish NGFC participants an executed GUST 36 Product Supplier Confirmation for all products delivered during the contract period.**
- Q6. Can Gwinnett County provide each site's individual annual volume?  
A6. **Total volume was approximately 6.5 million gallons in 2022.**
- Q7. Are bonds required in any way?  
A7. **No.**
- Q8. On Page 10 of the bid package, the City of Marietta Schools Estimated Total Unleaded and Diesel Annual usage does not add up to the Total Annual Usage provided. Could you confirm which is correct?  
A8. **Gwinnett County does not have access to this information. Please reach out to City of Marietta Schools.**

Q9: On Page 12 of the bid package, Fulton County Information has the same Estimated Total Unleaded/Diesel Annual Usage and Total Fuel Usage as the Fulton County Fire Stations. Could you please confirm if this is correct?

**A9: Gwinnett County does not have access to this information. Please reach out to Fulton County Government.**

Q10: On Page 12 of the bid package, Fulton County Schools Estimated Total Unleaded and Diesel do not add up to the Total Annual Fuel Usage. Could you please confirm which is correct?

**A10: Gwinnett County does not have access to this information. Please reach out to Fulton County Public Schools.**

Q11: Will the cooperative accept a bid for only daily pricing? Weekly pricing in today's market is incredibly volatile and will not give each entity the best value when buying fuel.

**A11: Daily is preferred.**

Q12: Does Gwinnett County have an OPIS subscription to verify invoices? If not, does Gwinnett County intend to purchase an OPIS subscription if they do not have one to verify invoice accuracy?

**A12: Yes, Gwinnett County has an OPIS subscription.**

Q13: Has there ever been an audit of Gwinnett County's/NGFC member's fuel invoices?

**A13: Yes.**

Q14: Does Gwinnett County plan on auditing their fuel invoices in the near future?

**A14: Yes.**

Q15: Has any current provider ever been found in breach of contract?

**A15: No.**

Q16: Has Gwinnett County ever terminated a fuel contract for cause or convenience?

**A16: No.**

Q17: Are any NGFC members interested in a fixed price program, effectively locking in their fuel budgets?

**A17: No.**

Q18: Which vendor(s) is/are on the current fuel contract?

**A18: James River Solutions, Colonial Oil, and Petroleum Traders.**

Q19: Can Gwinnett County provide the bid tabulations from the current contract?

**A19: Please see below attachments.**

Q20: Do bidders have to bid on all products/line items to be responsive? Or can vendors just bid the full transport for diesel and gasoline?

**A20: All items.**

Q21: If the bid schedule is calculated using the weekly discount/markup + price per gallons x estimated annual quantity, what is the significance of the daily discount/markup field?

**A21: It is the difference between the OPIS rack average and invoiced price.**

Q22: In Section 10 of the requirements, it states that the bid shall be based on a cost "plus" basis. When referring to "cost" is this supposed to represent the OPIS posted price and is "plus" representing our markup/discount which includes all delivery costs and fees?

**A22: Correct.**

Q23: Section 10 of the requirements states that the real price shall be based on the OPIS rack report and pricing will be modified according to the average posting OPIS rack report. The OPIS weekly and OPIS daily are mentioned. What OPIS city is this based on? What report will be used to determine the base price, the Daily OPIS average for the day of delivery or the Weekly OPIS average?

**A23: Atlanta is the City for price reporting purposes.**

Q24: If the weekly OPIS average is used, what is the start and end date for each week's pricing and how is the weekly average determined? I am not aware of any weekly reports that OPIS publishes so is someone internally with Gwinnett County calculating the weekly average based on the previous weeks daily averages or are you using the fuel pricing published by the state of Georgia DOAS website? If the DOAS fuel pricing is used is there a specific terminal city we are to use for every delivery or do we just use the price that coincides with the city that we pulled the fuel from?

**A24: Daily is preferred.**

Q25: On Page 21, Bid Schedule, it states Contract to begin August 31, 2017. Can Gwinnett County confirm the contract will actually begin on June 1, 2023?

**A25: It is anticipated the initial term will start September 1<sup>st</sup> but is subject to Board of Commissioners approval.**

Q26: Will a metered bill of lading from the terminal be accepted in lieu of a metered delivery ticket for transport deliveries?

**A26: Providing both is preferred.**

Q27: The Cobb County School District and BOC states they wish to pressure test all tanks belonging to the School District during the month of July; will the awarded contractor be responsible for performing those tests?

**A27: Gwinnett County does not have access to this information. Please reach out to Cobb County Government and Cobb County School District.**

Q28: The Atlanta Public Schools system states they wish to pressure test all tanks belonging to APS during the month of July; will the awarded contractor be responsible for performing those tests?

**A28: Gwinnett County does not have access to this information. Please reach out to Atlanta Public Schools.**

Q29: DeKalb County BOE site "industrial Mountain Fuel Depot" states that there are special truck access instructions. Please elaborate on this process.

**A29: Gwinnett County does not have access to this information. Please reach out to DeKalb County BOE.**

Q30: Does the Cobb County BOE automatically deduct 0.0100 from the price when Net 10 payment terms are used?

**A30: Gwinnett County does not have access to this information. Please reach out to Cobb County Government.**

Q31: Will there be a virtual bid opening option for this bid?

**A31: No.**

Q32: Given the two pricing options, when does the entity indicate if they want the daily price or the weekly price?

**A32: Daily is preferred.**

Q33: Are entities able to pick between daily or weekly pricing throughout the life of the contract?

**A33: Daily is preferred.**

- Q34: Does Gwinnett County want to be priced off the OPIS Gross End of Day (6:00pm Posting) Average?  
**A34: OPIS Daily Rack Average.**
- Q35: Does Gwinnett County want to be priced off the OPIS Gross Contract (10:00am Posting) Average?  
**A35: OPIS Daily Rack Average.**
- Q36: Will the County be accepting hand-delivered bids?  
**A36: Yes. Bids may be hand-delivered or mailed. No electronic bids will be accepted.**
- Q37: Since the Co-op covers a vast geographic area, will Gwinnett County consider breaking up pricing by county? Having an average cost of freight will inflate the price of the metro Atlanta locations.  
**A37: No.**
- Q38: Please provide the tank sizes and usage for each of the entities requesting Diesel Exhaust Fluid.  
**A38: 400-gallon tanks that are filled.**
- Q39: Diesel Exhaust Fluid does not have an OPIS posting. Industry standard is a cost-plus structure or a monthly price. Please indicate how Gwinnett County would like this product to be bid.  
**A39: Bid a discount/markup to.**
- Q40: Can counties pick whether they want to utilize the primary, secondary, or tertiary supplier?  
**A40: Yes.**
- Q41: How many gallons of diesel were purchased by the NGFC in 2022?  
**A41: Gwinnett County does not currently have access to this information.**
- Q42: How many gallons of gasoline were purchased by the NGFC in 2022?  
**A42: Gwinnett County does not currently have access to this information.**
- Q43: Is the NGFC allowing other entities to join this contract throughout its life?  
**A43: Yes, if all parties agree.**
- Q44: If the NGFC is allowing other entities to join during the contract, can the awarded vendor adjust pricing if outside of the delivery range of service for the existing locations?  
**A44: Please see A43.**
- Q45: Please provide a current gas invoice, a current diesel invoice, and a current Diesel Exhaust Fluid invoice.  
**A45: Please see attached.**
- Q46: Please provide a current gas Bill of Lading, and current diesel Bill of Lading.  
**A46: Please see attached.**
- Q47: On the bid schedule, where it asks for the state short load fee, does this pertain to transport loads that would be less than the minimum notated?  
**A47: Yes.**
- Q48: Please provide a list of the entities that purchased off this contract in 2022.  
**A48: The North Georgia Fuel Cooperative includes but is not limited to: DeKalb County and BOE, Cobb County and BOE, Gwinnett County and BOE, Jackson County, Fulton County, Forsyth County, Dawson County, Rockdale County, City of Atlanta, City of Gainesville, City of Marietta, City of Covington, and City of Smyrna.**
- Q49: Can this scope of work be bid on as a team?

**A49: No.**

**Q50:** Is the agency open to multiple awards for this purchasing contract?

**A50: Yes. Award will be made to the supplier(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to award in its best interest.**

**Q51:** When supplying a bid for the locations within the County, can the firm send in a bid for a portion of the scope, or will it need to be the entire county? For example: on page 9, City of Gainesville has Alta Vista and Bradford Street. Can the firm submit for Alta Vista and exclude Bradford, or will the bid need to be for both locations?

**A51: Speaking for Gwinnett County, all locations.**

**Q52:** Is OPIS the only pricing system that can be used or will the department except any alternative?

**A52: OPIS only for gas and diesel.**

**Q53:** On Page 21, the solicitation mentions "Total price will be based on (Weekly Discount/Mark-Up + price per gallon) x Estimated Annual Quantity not including taxes." Can the County please clarify what this means? Does this pertain to carrier or product pricing?

**A53: OPIS rack average price.**

**Q54:** Does product need to be priced for the week when invoiced?

**A54: Product needs to be priced for the week delivered.**

**Q55:** Does the County prefer the bid to have freight submitted with product pricing, or should freight be a separate line item?

**A55: Total price per gallon.**

**Q56:** Can you provide a copy/example of an invoice (specifically for Jackson County)?

**A56: Gwinnett County does not have access to this information. Please reach out to Jackson County Government.**

**Q57:** Does it matter from which terminal product is lifted?

**A57: Whichever has the best pricing.**

**Q58:** For bidding on DEF Fluid, I was unaware there is OPIS pricing on DEF Fluids. Does Gwinnett County want bidders to put CPG in that box? Or how would you like us to calculate the pricing for that item?

**A58: There is not an OPIS index for DEF; just bid a percent above/below retail price.**

**Q59:** When will this bid be awarded?

**A59: BL051-23 will be awarded upon Board of Commissioners approval, with a start date of September 1, 2023.**

**Q60:** When will bid tabulations be available after bid opening?

**A60: Upon contract award, bid tabulations will be posted on Gwinnett County's website, unofficial responses will be posted the day after the bid opening.**

**Q61:** Is there a conference call, zoom meeting or phone call opportunity to listen to bid openings?

**A61: No.**

**Q62:** Do certain locations require tank wagons or transport trucks?

**A62: All of Gwinnett County requires transport trucks.**

**Q63:** What date was used for pricing on the previous years' bid tabulations?

**A63: The bid tab is for illustrative purposes to show discount to OPEC price.**

Q64: Can BOL and invoice examples be provided from Colonial Oil, James River, and Petroleum Traders?

**A64: See attachments.**

Q65: Are any additives required?

**A65: No.**

Q66: Are bidders required to bid on all line items?

**A66: It is anticipated to award to a primary, secondary, and tertiary vendor for all items.**

Q67: Can Gwinnett County provide a recent invoice and delivery ticket?

**A67: See attachments.**

Q68: Of the list of cooperative agencies identified, how many of those are active on the existing contract? Is the volume listed on the bid for each agency reflective of what was actually purchased on this contract that exists now?

**A68: All are active; volumes reflect gallons purchased during the most recent year of the contract.**

Q69: The bid schedule identifies both transport and tank wagon pricing. Can a bidder only offer on either transport or tank wagon and not both, and still be considered for award?

**A69: Bidder must at least provide full transport price.**

Q70: Is the option to renew this contract for the one-year renewals mutual or unilateral?

**A70: Mutual.**

Q71: Are there any MWBE requirements for this solicitation?

**A71: Currently, there is no preference policy or program for this contract.**

Q72: Are there any agencies or members that pay via P card or other credit card payments?

**A72: Unknown, but unlikely.**

Q73: Will there be multiple awards, or will one company receive the award?

**A73: Gwinnett County reserves the right to award in its best interest, whether to multiple suppliers or a single supplier.**

Q74: Is there any portion set aside for small businesses or MBE minority-owned suppliers?

**A74: Currently, there is no preference policy or program for this contract.**

Q75: What are the Purchasing office hours for accepting delivery of bid packages?

**A75: The business hours are Monday through Friday 8:00am – 5:00pm.**

**Attachments:**

- Gwinnett County Government Tax Exempt Form
- Petroleum Traders Invoice/Bill of Lading package
- JRS Invoice/Bill Of Lading package
- Delivery Ticket example (from Augustina 4.12.23 3:55pm)
- Current contract bid tabulations

This addendum should be signed in the space provided below and returned with your bid. Failure to do so may result in your bid deemed non-responsive.

Thank you,



Casey Beauston  
Purchasing Associate II

Company Name James River Solutions

Authorized Representative \_\_\_\_\_





# SAFETY DATA SHEET

Gasoline (all grades)

Revision Date: 02/19/2021

## SECTION 1: IDENTIFICATION

(a) PRODUCT IDENTIFIER: Gasoline (all grades)	(b) OTHER MEANS OF IDENTIFICATION: Regular Unleaded Gasoline, Midgrade Unleaded Gasoline, Premium Unleaded Gasoline, Pre-certified Gasoline.
	<b>Product Group:</b> Liquid <b>Chemical Family:</b>

(c) Identified Use: Fuel

(d) Manufacturer:

Colonial Pipeline Company. • 1185 Sanctuary Parkway Suite 100 • Alpharetta, GA 30009 • 678-762-2200

Fax: 678-762-2466 • Email: [info@colpipe.com](mailto:info@colpipe.com) • Website: [www.colpipe.com](http://www.colpipe.com)

(e) EMERGENCY PHONE NUMBER: US: 1-800-424-9300 • INTL: +1-703-527-3887 • 24 hours/day, 7 days/week

## SECTION 2: HAZARDS IDENTIFICATION

The categories of Health Hazards as defined in OSHA 29 CFR 1910.1200 Hazard Communication Standard have been evaluated and are listed below. Refer to Sections 3, 8, and 11 for additional information.

Human Health Hazards					
Hazard Classification	(a) Hazard Category	(b) Hazard Symbols	(b) Signal Word	(b) Hazard Statement	(b) Precautionary Statement
Acute Toxicity (Oral)	N/C	--	--	--	--
Acute Toxicity (Dermal)	N/C	--	--	--	--
Acute Toxicity (Inhalation)	3		Danger	Toxic if inhaled	P261, P271, P304/P340, P312, P403, P405, P501
Skin Corrosion/Irritation	2		Warning	Causes skin irritation	Wear protective gloves P264, P280, P302/P352, P332/P313, P362/P364
Eye Damage/Irritation	2A		Warning	Causes serious eye irritation	P264, P280, P305, P337/P313
Respiratory Sensitization	N/C	--	--	--	--
Skin Sensitization	N/C	--	--	--	--
Germ Cell Mutagenicity	1B		Danger	May cause genetic defects	Wear protective clothing P201, P202, P280, P308, P313, P405, P501







# SAFETY DATA SHEET


Gasoline (all grades)

Revision Date: 02/19/2021

## SECTION 2: HAZARDS IDENTIFICATION

The categories of Health Hazards as defined in OSHA 29 CFR 1910.1200 Hazard Communication Standard have been evaluated and are listed below. Refer to Sections 3, 8, and 11 for additional information.

Human Health Hazards					
Hazard Classification	(a) Hazard Category	(b) Hazard Symbols	(b) Signal Word	(b) Hazard Statement	(b) Precautionary Statement
Carcinogenicity	1A		Warning	Suspected of causing cancer	P201, P202, P280, P308, P313, P405, P501
Reproductive Toxicity	N/C	--	--	--	--
Specific Target Organ Toxicity (STOT) Single-Exposure	1		Danger	May cause damage to central nervous system through prolonged or repeated exposure.	Do not eat, drink, or smoke when using this product, P264, P301, P310, P405, P501
Specific Target Organ Toxicity (STOT) Repeated or Prolonged Exposure	2		Warning	May cause damage to central nervous system through prolonged or repeated exposure.	Get medical advice/attention if you feel unwell P260, P314, P501
Aspiration Hazard	1		Danger	May be fatal if swallowed and enters airways	If swallowed: Immediately call a poison center P301, P310, P405, P501

Physical Hazards					
Hazard Classification	Hazard Category	Hazard Symbols	Signal Word	Hazard Statement	Precautionary Statement
Explosives	N/A	-	-	-	-
Flammable Gases	N/A	-	-	-	-
Flammable Aerosols	N/A	-	-	-	-
Oxidizing Gases	N/A	-	-	-	-
Gases Under Pressure	N/A	-	-	-	-
Flammable Liquids	1		Danger	Extremely flammable liquid and vapor	P210, P233, P240, P241, P242, P243, P303/361, P370/378, P403, P501
Flammable Solids	N/A	-	-	-	-
Self-reactive Substances and Mixtures	N/A	-	-	-	-
Substances and mixtures which react with water to emit flammable gases	N/A	-	-	-	-



# SAFETY DATA SHEET

Gasoline (all grades)

Revision Date: 02/19/2021

Physical Hazards					
Hazard Classification	Hazard Category	Hazard Symbols	Signal Word	Hazard Statement	Precautionary Statement
Oxidizing Liquids	N/A	-	-	-	-
Oxidizing Solids	N/A	-	-	-	-
Organic Peroxides	N/A	-	-	-	-
Corrosive to Metals	N/A	-	-	-	-

Health Hazard Precautionary Statement	
P201	Obtain special instructions before use.
P202	Do not handle until all safety precautions have been read and understood.
P233	Keep container tightly closed.
P260	Do not breathe dust/fume/gas/mist/vapors/spray.
P261	Avoid breathing dust/fume/gas/mist/vapors/spray.
P264	Wash thoroughly after handling.
P271	Use only outdoors or in a well-ventilated area.
P280	Wear protective gloves/ protective clothing/eye protection/face protection.
P301	If swallowed:
P310	Immediately call a poison center or doctor.
P304	If inhaled:
P340	Remove person to fresh air and keep comfortable for breathing.
P305	If in eyes: Rinse cautiously with water for several minutes.
P351	Remove contact lenses.
P338	Continue rinsing.
P337	If eye irritation persists.
P313	Get medical advice/attention.
P308	If exposed or concerned:
P312	Call a poison center or doctor if you feel unwell.
P314	Get medical advice/attention if you feel unwell.
P403	Store in a well-ventilated place.
P405	Store locked up.
P501	Dispose of contents/container to an approved facility.

Physical Hazard Precautionary Statement	
P210	Keep away from heat/sparks/open flames/hot surfaces. No smoking.
P233	Keep container tightly closed.
P235	Keep cool.
P240	Ground/Bond container and receiving equipment.
P241	Use explosion-proof electrical/ventilating/lighting/equipment.
P242	Use only non-sparking tools.
P243	Take precautionary measures against static discharge.




# SAFETY DATA SHEET

Gasoline (all grades)

Revision Date: 02/19/2021

Physical Hazard Precautionary Statement	
P264	Wash all body parts in contact with material thoroughly after handling.
P280	Wear protective gloves/eye protection/face protection.
P303	If on skin or hair:
P352	Wash with plenty of water
P353	Rinse skin with water/shower.
P361	Remove/take off immediately all contaminated clothing.
P362/P364	Take off contaminated clothing and wash it before reuse.
P332/P313	If skin irritation occurs: Get medical advice/attention.
P370	In case of fire.
P378	Use dry chemical, carbon dioxide, or foam for extinction.
P403	Store in a well-ventilated place.
P501	Dispose of contents/container to an approved disposal facility.

Hazard Classification	(a) Hazard Category	(b) Hazard Symbols	(b) Signal Word	(b) Hazard Statement	(b) Precautionary Statement
Environmental Hazards					
Acute Toxicity to the Aquatic Environment	3	-	-	Harmful to Aquatic Life	-
Chronic Toxicity to the Aquatic Environment	2		-	Toxic to aquatic life with long lasting effects	-

(d) Unknown toxicity: N/A

(e) Unknown ecotoxicity: N/A

**Medical conditions which are generally recognized as being aggravated by exposure:** Individuals with pre-existing central nervous system disease, chronic respiratory diseases, skin or eye disorders, or impaired liver or kidney function may be at increased risk from exposure. Individuals with pre-existing central nervous system disease, chronic respiratory diseases, skin or eye disorders, or impaired liver or kidney function may be at increased risk from exposure.

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS			
(a) Chemical name (b) (Common name and synonyms)	(c) CAS No.	(c) EC No.	(b) % Weight*
Gasoline (natural)	8006-61-9	232-349-1	100%
Components			
Xylene	1330-20-7	215-535-7	10 – 30 %
Toluene	108-88-3	203-625-9	10 – 30 %
n-Hexane	110-54-3	203-777-6	1 – 5 %
Benzene	71-43-2	200-753-7	1 – 5 %
1,2,4-Trimethylbenzene	95-63-6	202-436-9	1 – 5 %
Ethylbenzene	100-41-4	202-849-4	1 – 5 %
Naphthalene	91-20-3	202-049-5	1 - 5 %
Ethanol	64-17-5	200-578-6	0 – 10 %



## SAFETY DATA SHEET

Gasoline (all grades)

Revision Date: 02/19/2021

### SECTION 4: FIRST AID MEASURES

#### (a) Description of necessary measures:

<b>INHALATION:</b>	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If unconscious, place in recover position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt, or waistband.
<b>INGESTION:</b>	Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that the vomit does not enter the lungs. Get medical attention. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt, or waistband.
<b>SKIN CONTACT:</b>	Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Continue to rinse for at least 20 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.
<b>EYE CONTACT:</b>	Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 20 minutes. Get medical advice/attention.

#### (b) Most important symptoms/effects:

- **Acute:** Harmful if inhaled. Headache, drowsiness, loss of mental alertness and coordination, dizziness, nausea. Serious eye and skin irritation. Harmful if ingested. Mouth throat, and stomach irritation. May be fatal if swallowed and enters airways.
- **Delayed:** Pain or irritation, watering eyes, local inflammation, nausea or vomiting, skeletal malformations, reduced fetal weight, increase in fetal deaths

#### (c) Indication of immediate medical attention and special treatment: Significant over-exposure

**Notes to physician:** Treat symptomatically and supportively. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

**General advice:** In the case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). Show this safety data sheet to the doctor in attendance. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

### SECTION 5: FIRE FIGHTING MEASURES

**(a) Suitable extinguishing media:** Foam, dry chemical, carbon dioxide, water spray can cool the fire but may not extinguish the fire.

**Unsuitable extinguishing media:** High volume water jet. It will spread the fire.



## SAFETY DATA SHEET

Gasoline (all grades)

Revision Date: 02/19/2021

**(b) Specific hazards arising from the chemical:** Highly flammable liquid and vapor. It can be ignited by heat, spark, flames, or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment, and electronic devices such as cell phones, computers, and pagers which have not been certified as intrinsically safe). Vapors can travel considerable distances to spaces, outdoors, or in sewers. This product will float and can be reignited on surface water. Vapors can be heavier than air and can accumulate in low-lying areas. If container is not properly cooled, it can rupture in the heat of a fire. Hazardous combustion/decomposition products may be released by this material when exposed to heat or fire. Use caution and wear appropriate PPE, including respiratory protection.

**(c) Special protective equipment and precautions for fire-fighters:** Shut off flow immediately if it can be done safely. Isolate the area from personnel. Keep personnel upwind from fire. Fire fighters should use appropriate SCBA while in close proximity to fire and vapors coming from product. Move personnel upwind of any smoke or vapors.

**(d) Flammability/Explosivity:** NFPA RATING Hazard Class:

Health = 1

Fire = 3

Instability = 0

(0-Minimal, 1-Slight, 2-Moderate, 3-Serious, 4-Severe)

**(e) Hazardous Decomposition Products:** Normal combustion forms carbon dioxide and water vapor; incomplete combustion may produce carbon monoxide.

### SECTION 6: ACCIDENTAL RELEASE MEASURES

**(a) Personal precautions, Protective equipment, and Emergency procedures:** No action shall be taken involving any personal risk without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Gasoline is extremely flammable. Stay upwind if possible. Eliminate all ignition sources. Avoid inhalation of vapors and spray mist. Avoid contact with skin and eyes. Wear appropriate PPE including respiratory protection as needed. On hard surfaces, spilled material may create a slipping hazard.

Federal regulations (29 CFR 1910) specify medical surveillance programs for certain exposures to benzene. Additionally, in an emergency situation, exposed employees may need to provide a urine sample at the end of shift for urine phenol.

**(b) Methods and materials for containment and cleaning up:** Remove sources of ignition. Beware of explosion danger. Stop flow of product, if it is safe to do so. Notify relevant authorities in accordance with all applicable regulations. Immediate cleanup of any spill is recommended if possible. Dike the spilled material. Absorb spill with inert material such as sand or vermiculite, and place in suitable container for disposal. If spilled on water, remove with appropriate methods (e.g., skimming, booms, or absorbent boom). In the case of soil contamination, remove contaminated soil for remediation or disposal, in accordance with local regulations. Recommended measures are based on the most likely spill scenarios for this material; however, local conditions and regulations may influence or limit the choice of appropriate actions to be taken.

**Environmental Precautions:** Prevent product from entering drains and sanitary sewers. Prevent further leakage or spillage if safe to do so. If product impacts rivers, lakes, drains, or any other body of water, contact appropriate authorities. Consult with an environmental professional for the federal, state, and local cleanup and reporting requirements.

### SECTION 7: HANDLING AND STORAGE



## SAFETY DATA SHEET

Gasoline (all grades)

Revision Date: 02/19/2021

**(a) Precautions for safe handling:** Keep away from ignition sources such as heat/sparks/open flame. Take precautionary measures against static discharge. Non-sparking tools should be used. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not eat, drink, or smoke when using this product. Do not breathe vapors or mists. Use only outdoors or in well-ventilated area. Wear protective gloves/clothing and eye/face protection. Wash thoroughly after handling. Use good personal hygiene practices and wear appropriate personal protective equipment.

Gasoline is extremely flammable. It may vaporize easily at ambient temperatures. The vapor may be heavier than air and may create an explosive mixture of vapor and air. Beware of accumulation in confined spaces and low-lying areas. Open container slowly to relieve any pressure. Electrostatic charge may accumulate and create a hazardous condition when handling or processing this material. To avoid fire or explosion, dissipate static-electricity during transfer by grounding and bonding containers and equipment before transferring material. The use of explosion-proof electrical equipment is recommended and may be required (see appropriate fire codes). Refer to NFPA-70 and/or API RP 2003 for specific bonding/grounding requirements. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Do not wear contaminated clothing or shoes. Keep contaminated clothing away from sources of ignition such as sparks or open flames.

**Static Accumulation Hazard:** Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding of tanks, transfer piping, and storage tank level floats are necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. Special care should be given to ensure that slow load procedures for "switch loading" are followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such as gasoline or naphtha). For more information, refer to OSHA Standard 29 CFR 1910.106 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

**(b) Conditions for safe storage, including any incompatibilities:** May be incompatible with strong oxidizing agents such as nitric acid, peroxides, and perchlorates. Potentially Incompatible Absorbents: None identified.

### SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION



## SAFETY DATA SHEET

Gasoline (all grades)

Revision Date: 02/19/2021

Exposure Limits:				
Components	(a) OSHA PEL <sup>1</sup>	(a) ACGIH TLV <sup>2</sup>	(a) Manufacturer REL <sup>3</sup>	(a) IDLH <sup>4</sup>
Xylene	100 ppm	100 ppm (TWA) 150 ppm (STEL)	NE	900 ppm
Toluene	200 ppm (TWA) 300 ppm (C)	20 ppm (TWA)	NE	500 ppm
n-Hexane	500 ppm (TWA)	50 ppm (TWA) Skin	NE	1,100 ppm
Benzene	1 ppm (TWA) 5 ppm (STEL)	0.5 ppm (TWA) 2.5 ppm (STEL) Skin	NE	500 ppm
1,2,4-Trimethylbenzene	25 ppm (TWA)	25 ppm (TWA)	NE	NE
Ethylbenzene	100 ppm (TWA)	20 ppm (TWA)	NE	800 ppm
Naphthalene	10 ppm (TWA)	10 ppm (TWA) 15 ppm (STEL)	NE	250 ppm
Ethanol	1,000 ppm (TWA)	1,000 ppm (STEL)	NE	3,300 ppm (10%LEL)
<b>Notes:</b> <ol style="list-style-type: none"> <li>1. OSHA PEL are 8-hour TWA (Time-weighted average) concentrations unless otherwise noted. A ("C") designation denotes a ceiling limit, which should not be exceeded during any part of the working exposure unless otherwise noted. A Short-Term Exposure Limit (STEL) is defined as a 15-minute exposure, which should not be exceeded at any time during a workday.</li> <li>2. Threshold Limit Values – TWA established by the ACGIH represents the TWA concentration for a conventional 8-hour workday and a 40-hour workweek, to which it is believed that nearly all workers may be repeatedly exposed, day after day, for a working lifetime without adverse effect; Short-Term Exposure Limit (TLV-STEL) represents a 15-minute TWA exposure that should not be exceeded at any time during a work day. ACGIH TLV's are for guideline purposes only and as such are not legal, regulatory limits for compliance purposes.</li> <li>3. No exposure limits have been developed by the producer.</li> <li>4. The "immediately dangerous to life or health air concentration values (IDLHs)" are used by NIOSH as part of a respiratory selection criteria.</li> </ol>				

**(b) Appropriate engineering controls:** Provide adequate general and local ventilation to maintain airborne chemical concentrations below applicable exposure limits, to prevent accumulation of flammable vapors and formation of explosive atmosphere, and to prevent formation of an oxygen deficient environment. Use non-sparking explosion proof, totally enclosed ventilation systems. Only use non-sparking tools, if engineering controls or work activities are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

**(c) Individual protection measures:**

Eye/face protection: Wear approved safety glasses/goggles with side shields and/or an appropriate full-face shield. All eye protection should be selected and worn in accordance with the OSHA eye and face protection guidelines outlined in 29 CFR 1910.132 and 1910.133; and/or CSA Standard CAN/CSA-Z94.3-92.



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**Skin Protection:** Wear appropriate clothing to prevent skin contact. Thoroughly decontaminate any articles of clothing that come into contact with product. The use of gloves is advised to prevent skin exposure and contact. Users should check with manufacturers to confirm the breakthrough performance of their products. Depending on exposure and conditions, additional protection may be necessary to prevent skin contact including items such as chemical resistant boots, aprons, arm covers, hoods, coveralls, or encapsulated suits. All PPE should be selected and worn in accordance with 29 CFR 1910.132 and 1910.138. Flame resistant clothing that meets the NFPA 212 and CAN/CGSB 155.20 standards is recommended in areas where material is stored or handled.

**Respiratory protection:** A positive pressure air line with full-face mask and escape bottle or a self-contained breathing apparatus (SCBA) should be available in case of an emergency and cases when the IDLH is exceeded. All respirators should be selected and worn in accordance with 29 CFR 1910.132 and 1910.134, and/or CSA Standard CAN/CSA-Z94.4-11.

**(d) General hygiene considerations:** Always observe good personal hygiene measures, such as washing after handling the material, and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Eye-wash and quick-drench shower facilities should be available in the work area.

**General:** Wear chemical protective equipment. Launder contaminated clothing before reuse.

### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Physical and Chemical Properties	
(a) Appearance:	Colorless liquid
(b) Odor:	Gasoline
(c) Odor Threshold:	0.06 to 0.08 ppm
(d) pH:	N/A
(e) Melting point/Freezing point:	N/A
(f) Boiling point/range:	26.667 to 225°C (80 to 437 °F)
(g) Flash Point:	Closed cup: -42.448°C (-45°F)
(h) Evaporation rate:	< 1 (Ethyl Ether = 1)
(i) Flammability:	N/A
(j) UFL/LFL or UEL/LEL:	Lower: 1.4% Upper: 7.6%
(k) Vapor pressure:	26.7 – 93.3 kPa (200 - 700mm Hg) [20°C]
(l) Vapor density (air =1.0):	3-4
(m) Relative density (water = 1.0):	0.7-0.77
(n) Solubility in water:	Very slightly soluble
(o) Partition coefficient:	N/A
(p) Auto-ignition temperature:	257.22°C (495°F)
(q) Decomposition temperature:	N/A
(r) Viscosity:	Kinematic (37.8°C(100°F)): 0.00216 cm <sup>2</sup> /s (0.216 cSt)

### SECTION 10: STABILITY AND REACTIVITY



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- (a) **Reactivity:** No specific test data related to reactivity available for this product or its ingredients. When heated sufficiently or when ignited in the presence of air oxygen, Gasoline will burn exothermically to produce carbon dioxide and water.
- (b) **Chemical stability:** Material is stable under normal conditions.
- (c) **Possibility of hazardous reactions:** Under normal conditions of storage and use, hazardous reaction will not occur
- (d) **Conditions to avoid (e.g., static discharge, shock, or vibration):** Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind, or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.
- (e) **Incompatible materials:** Oxidizing materials
- (f) **Hazardous decomposition products:** Carbon dioxide, carbon monoxide, smoke (non-combusted hydrocarbons). Oxides of nitrogen may also be formed.
- (g) **Hazardous Polymerization:** Will not occur.

### SECTION 11: TOXICOLOGICAL INFORMATION

- (a) **Information on likely routes of exposure:**
  - **Inhalation:** causes irritation of upper respiratory tract; central nervous system stimulation followed by depression of varying degrees ranging from dizziness, headache, and incoordination to anesthesia, coma, and respiratory arrest; irregular heartbeat is dangerous complication.
  - **Accidental Ingestion:** causes irritation of mucous membranes of throat, esophagus, and stomach; stimulation followed by depression of central nervous system; irregular heartbeat.
  - **Skin contact:** May cause skin irritation with prolonged or repeated contact.
  - **Eye contact:** May cause moderate irritation.
- (b) **Symptoms related to physical, chemical and toxicological characteristics:** Skin contact may cause dermal irritation. Excessive inhalational exposures may cause irritation to nose, throat, lungs, and respiratory tract. Central nervous system effects may include headache, dizziness, loss of balance and coordination, unconsciousness, and respiratory failure
- (c) **Delayed and immediate effects and also chronic effects from short- and long-term exposure:** Chronic skin exposures can lead to dermatitis. Laboratory animal studies of petroleum products by the dermal and inhalation exposure routes through prolonged or repeated exposure have demonstrated toxicity to the liver, blood, spleen and thymus.
- (d) **Numerical measures of toxicity:** In addition to the available data related to Gasoline as a whole, individual constituent compounds were also used for determination of the toxicity values.

Acute Toxicity (Oral)				
Chemical	Tested % Weight	Model	LD <sub>50</sub> Range	Reference
Gasoline (natural)	100%	Rat	>5,000 mg/kg	ECHA, 2020



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Xylene	100%	Rat	3,523 - 4,000 mg/kg	ECHA, 2020
Toluene	100%	Rat	1,640 – 7,500 mg/kg	HSDB, 2014
n-Hexane	100%	Rat	>5,000 mg/kg	Lewis, R.J. Sr (ed) Sax's Dangerous Properties of Industrial Materials, 2004
Benzene	100%	Rat	3,306 mg/kg	Lewis, R.J. Sr (ed) Sax's Dangerous Properties of Industrial Materials, 2004
1,2,4- Trimethylbenzene	100%	Rat	>5,000 mg/kg	ECHA, 2020
Ethylbenzene	100%	Rat	3,500 – 5,460 mg/kg	HSDB, 2014
Naphthalene	100%	Mouse	533 mg/kg	ECHA, 2020
Ethanol	100%	Rat	>5,000 mg/kg	ECHA, 2020

Acute Toxicity (Dermal)				
Chemical	Tested % Weight	Model	LD <sub>50</sub> Range	Reference
Gasoline (natural)	100%	Rabbit	>2,000 mg/kg	ECHA, 2020
Xylene	100%	Rabbit	>5,000 mg/kg	ECHA, 2020
Toluene	100%	Rabbit	>5,000 mg/kg	HSDB, 2014
n-Hexane	100%	Rabbit	3,000 mg/kg	HSDB, 2014; IUCLID, 2012
Benzene		No data available		
1,2,4- Trimethylbenzene	100%	Rat	>3,440 mg/kg	ECHA, 2020
Ethylbenzene	100%	Rabbit	>5,000 mg/kg	HSDB, 2014
Naphthalene	100%	Rat	>5,000 mg/kg	ECHA, 2020
Ethanol		No data available		

Acute Toxicity (Inhalation)				
Chemical	Tested % Weight	Model	LD <sub>50</sub> Range	Reference
Gasoline (natural)	100%	Rat	5.3 – 5.9 mg/L	ECHA, 2020
Xylene	100%	Rat	29 mg/L	ECHA, 2020
Toluene	100%	Rat	>20 mg/L	ECHA, 2014
n-Hexane	100%	Rat	169 mg/L	HSDB, 2014; Snyder et al., 1987
Benzene	100%	Rat	31.9 mg/L	Lewis, R.J. Sr (ed) Sax's Dangerous Properties of Industrial Materials, 2004
1,2,4- Trimethylbenzene	Unspecified	Rat	>18 mg/L	Prior manufacturer SDS



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Ethylbenzene		No data available		
Naphthalene	100%	Rat	>0.4 mg/L	ECHA, 2020
Ethanol	100%	Mouse	>114 mg/L	ECHA, 2020

Skin Damage/Irritation			
Chemical	Model	Symptom	Reference
Gasoline (natural)	Rabbit	Moderate erythema and edema fully reversible by day 14	ECHA, 2020
Xylene	Rabbit	p-Xylene applied to trunk resulted in well-defined erythema present throughout the 7-day observation period	ECHA, 2020
Toluene	Rabbit	Erythema 2.43 at 72h	ECHA, 2014
n-Hexane	Guinea Pig	Progressive nuclear pyknosis and junctional separation between the basement membrane and basal cells [of the epidermis].	HSDB, 2014; Kronevi et al., 1979
Benzene	Human	Defatting of keratin layer causing erythema, vesiculation and dry, scaly dermatitis. Report of skin irritation following high level (> 60 ppm) occupational exposures.	Patty's Industrial Hygiene and Toxicology, 2001; Midzenski et al., 1992
1,2,4-Trimethylbenzene	Rabbit	May be irritating to the skin based on experimental data using 1,3,5-trimethylbenzene	ECHA, 2020
Ethylbenzene	Rabbit	Moderately irritating	ECHA, 2014
Naphthalene	Rabbit	Not Irritating	ECHA, 2020
Ethanol	Human	Slightly irritating under extreme repeat dose scenarios	ECHA, 2020

Eye Damage/Irritation			
Chemical	Model	Symptom	Reference
Gasoline (natural)	Rabbit	Not irritating	ECHA, 2020
Xylene	Rabbit	Slightly irritating	ECHA, 2020
Toluene	Rabbit	Not irritating	ECHA, 2014
n-Hexane	Human/Rabbit	Irritation of the eye and throat after exposure. Noted as an eye irritant in humans. Mild eye irritation in rabbits.	ACGIH, 2001; TLV Documentation for n-hexane; Lewis, R.J. Sr (ed) Sax's Dangerous Properties of Industrial Materials, 2004
Benzene	Rabbit	Moderate to severe eye irritation	Lewis, R.J. Sr (ed) Sax's Dangerous Properties of Industrial Materials, 2004
1,2,4-Trimethylbenzene	Rabbit	Immediately irritating to the eye with quick resolution of effects	ECHA, 2020
Ethylbenzene	Rabbit	Slightly irritating	ECHA, 2014



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Naphthalene	Rabbit	Not Irritating	ECHA, 2020
Ethanol	Rabbit	Irritating	ECHA, 2020

### Respiratory Sensitization

No data available on respiratory sensitization

### Skin Sensitization

Chemical	Model	Symptom	Reference
Gasoline (natural)	Guinea Pig	Not sensitizing	ECHA, 2020
Xylene	Mouse	Data not sufficient for classification	ECHA, 2020
Toluene	Guinea pig	Not sensitizing	ECHA, 2014
n-Hexane	Mice	No evidence of skin sensitization	Takeyoshi et al., 2005
Benzene		No data available	
1,2,4-Trimethylbenzene	Guinea pig	Not sensitizing	ECHA, 2020
Ethylbenzene		No data available	
Naphthalene	Guinea pig	Not Sensitizing	ECHA, 2020
Ethanol		No data available	

### Germ Cell Mutagenicity

Chemical	Test/Result	Reference
Gasoline (natural)	Results of in vitro and in vivo assays were predominantly negative	ECHA, 2020
Xylene	Results of in vitro and in vivo assays were predominantly negative	ECHA, 2020
Toluene	Chromosome aberration / negative	ECHA, 2014
n-Hexane	Results of in vivo and in vitro genotoxicity testing were predominantly negative	US EPA, 2005; Toxicological Review of n-hexane
Benzene	Positive in vivo chromosomal aberration and micronuclei induction.	EU, 2008; European Union Risk Assessment Report on Benzene.
1,2,4-Trimethylbenzene	Results of in vivo and in vitro genotoxicity testing were predominantly negative	ECHA, 2020
Ethylbenzene	Chromosome aberration / negative	ECHA, 2014
Naphthalene	Results of in vivo and invitro genotoxicity testing predominantly negative	ECHA, 2020
Ethanol	Results of in vitro assays were predominantly negative	ECHA, 2020



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Carcinogenicity				
Compound	ACGIH	IARC	NTP	OSHA
Gasoline	Not Classified	Group 2B - Possibly carcinogenic to humans	Not listed	Not Classified
Xylene	A4 - Not classifiable as a human carcinogen.	Group 3 – Not classifiable as to its carcinogenicity to humans	Not listed	Not classified
Toluene	A4 - Not classifiable as a human carcinogen.	Group 3 – Not classifiable as to its carcinogenicity to humans	Not listed	Not classified
n-Hexane	Not classified	Not classified	Not listed	Not classified
Benzene	A1 – Confirmed Human Carcinogen	Group 1 – Carcinogenic to Humans	Known to be a human carcinogen	Carcinogen
1,2,4-Trimethylbenzene	Not classified	Not classified	Not listed	Not classified
Ethylbenzene	A3 - Confirmed animal carcinogen with unknown relevance to humans	Group 2B - Possibly carcinogenic to humans	Not listed	Not classified
Naphthalene	A4 – Not classifiable as a human carcinogen	2B – Possibly carcinogenic to humans	Reasonable anticipated to be a human carcinogen	Not classified
Ethanol	Not classified	Not classified	Not listed	Not classified

Reproductive Toxicity		
Chemical	Test/Result	Reference
Gasoline (natural)	Mostly negative findings for reproductive and developmental endpoints	ECHA, 2020
Xylene	Mostly negative findings for reproductive and developmental endpoints	ECHA, 2020
Toluene	Overall the NOAEC for parental toxicity and off-spring toxicity was 500 ppm.	ECHA, 2014
n-Hexane	Mostly negative findings except some high dose effects relating to maternal toxicity	US EPA, 2005; Toxicological Review of n-hexane
Benzene	Mostly negative findings for reproductive and developmental endpoints	US EPA, 2002; Toxicological Review of benzene
1,2,4-Trimethylbenzene	Not toxic to reproduction and no effect on fertility or development	ECHA, 2020
Ethylbenzene	Insufficient Data	
Naphthalene	Mostly negative findings except some high dose effects relating to maternal toxicity	ECHA, 2020



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Ethanol	No effect on fertility via subchronic oral exposure to 20,700 mg/kg/day; no effect on developmental toxicity via subchronic inhalation exposure to 30.4 mg/L	ECHA, 2020
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Specific Target Organ (STOT) – Single Exposure				
Compound	Route/Organism	Dose	Effect	Reference
Gasoline (natural)	Inhalation human	unspecified	CNS effects	ECHA, 2020
Xylene	No data sufficient for classification			
Toluene	Inhalation / Human	100 – 300 ppm	CNS effects	HSDB, 2014
n-Hexane	Inhalation / Human	5,000 ppm	CNS Effects (vertigo and nausea)	HSDB, 2014
Benzene	Inhalation/Human	Unspecified	CNS Effects (dizziness, headache, nausea, euphoria)	HSDB, 2014
1,2,4-Trimethylbenzene	No data sufficient for classification			
Ethylbenzene	No data sufficient for classification			
Naphthalene	Oral/Human	Unspecified	Hemolytic anemia and hypotension	ECHA, 2020
Ethanol	No data sufficient for classification			

Specific Target Organ (STOT) – Repeated Exposure			
Compound	Test	Result	Reference
Gasoline (natural)	No data sufficient for classification		
Xylene	90-day toxicity study (inhalation)	Ototoxicity following repeated exposure to p-xylene or mixed xylenes in rats	ECHA, 2020
Toluene	OECD Guideline 453	Affected Central nervous system	ECHA, 2014
n-Hexane	90-day toxicity study (oral)	Peripheral neuropathy, hindlimb paralysis at 570 mg/kg	Krasavage et al., 1980
Benzene	90-day toxicity study (inhalation)	Hematological effects at 300 ppm	Ward et al., 1985
1,2,4-Trimethylbenzene	No data sufficient for classification		
Ethylbenzene	No data sufficient for classification		
Naphthalene	No data sufficient for classification		
Ethanol	No data sufficient for classification		

Aspiration Hazard		
Chemical	Assessment	Reference
Gasoline (natural)	Aspiration hazard	Previous SDS
Xylene	Presumed aspiration hazard based on kinematic viscosity of <20.5 mm <sup>2</sup> /s at 40°C	ECHA, 2020
Toluene	Aspiration hazard	ECHA, 2014



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n-Hexane	No data available	
Benzene	No data available	
1,2,4-Trimethylbenzene	No data available	
Ethylbenzene	Aspiration hazard	ECHA, 2014
Naphthalene	No data available	
Ethanol	No data available	

### SECTION 12: ECOLOGICAL INFORMATION

This product has no known adverse ecological effects.

- (a) **Ecotoxicity:** This material is expected to be potentially toxic to aquatic organisms. Ecotoxicity data have not been determined specifically for this mixture.
- (b) **Persistence and degradability:** Hydrocarbon mixtures are not considered readily biodegradable and most nonvolatile components are not biodegradable. Some components are persistent in water. Lighter components will tend to evaporate but the heavier components may become dispersed in water or absorbed to soil or sediment.
- (c) **Bioaccumulative potential:** The octanol water coefficient (Log  $K_{ow}$ ) values for the hydrocarbon components of this material range from less than 2 to greater than 6, and therefore would be regarded as having the potential to bioaccumulate.
- (d) **Mobility in soil:** Some components may be mobile and contaminate groundwater.
- (e) **Other adverse effects:** coating with this mixture can kill birds, plankton, aquatic life, algae, and fish

### SECTION 13: DISPOSAL CONSIDERATIONS

**Description of waste residues and safe handling:** It is the responsibility of the user to determine if disposal material is hazardous according to federal, state and local regulations. Dispose of waste in accordance with the federal, state, and local laws and regulations. This material may be considered a RCRA hazardous waste under 40 CFR 261-271 due to its ignitability. The product can be an ignitable hazardous waste. It is recommended that this product, in any form, be incinerated in suitable combustion chamber for disposal. If possible, use a flare.

**Methods of disposal:** The generation of waste should be avoided or minimized wherever possible. Significant quantities of waste product residues should not be disposed of via the foul sewer but processed in a suitable effluent treatment plant. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling empty containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

### SECTION 14: TRANSPORT INFORMATION



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This product is listed as a hazardous material per DOT shipping regulations.

- (a) UN number: UN1203
- (b) UN proper shipping name: GASOLINE. Marine pollutant (Gasoline, natural)
- (c) Transport Hazard classes: 3
- (d) Packing group: II
- (e) Environmental hazards
  - i. Marine pollutant: Yes
- (f) Transport in bulk
  - i. IBC Code – No applicable information
  - ii. Annex II of MARPOL 73/78 - No applicable information
- (g) Special precautions: No applicable information
- (h) Additional information
  - i. Limited quantity: yes
  - ii. Packaging instruction
    - 1. Passenger aircraft quantity limitation: 5L
    - 2. Cargo aircraft quantity limitation: 60L
  - iii. Special provisions: 139, B33, B1, T8

### SECTION 15: REGULATORY INFORMATION

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200

#### U.S. Federal regulations:

**TSCA 8(a) PAIR:** Naphthalene

**TSCA 8(a) IUR Exempt/Partial exemption:** Not determined

**SARA 302/304/311/312 extremely hazardous substances:** No products were found

**SARA 302/304 emergency planning and notification:** No products were found

**SARA 302/304/311/312 hazardous chemicals:** Gasoline (natural); Xylene; Toluene; n-Hexane; Naphthalene; 1,2,4-Trimethylbenzene; Ethylbenzene; Benzene

**SARA 311/312 MSDS distribution - chemical inventory - hazard identification:** Gasoline, natural: Fire hazard, Immediate (acute) health hazard, Delayed (chronic) health hazard; Xylene: Fire hazard, Immediate (acute) health hazard, Delayed (chronic) health hazard; Toluene: Fire hazard, Immediate (acute) health hazard, Delayed (chronic) health hazard; n-Hexane: Fire hazard, Immediate (acute) health hazard, Delayed (chronic) health hazard; Naphthalene: Fire hazard, Immediate (acute) health hazard, Delayed (chronic) health hazard; 1,2,4-Trimethylbenzene: Fire hazard, Delayed (chronic) health hazard; Ethylbenzene: Fire hazard, Immediate (acute) health hazard, Delayed (chronic) health hazard; Benzene: Fire hazard, Immediate (acute) health hazard, Delayed (chronic) health hazard

**Clean Water Act (CWA) 307:** Toluene; Benzene; Ethylbenzene; Naphthalene

**Clean Water Act (CWA) 311:** Xylene; Toluene; Benzene; Ethylbenzene; Naphthalene

**Clean Air Act Section 112(b) Hazardous Air Pollutants (HAPs):** Listed

**Clean Air Act Section 602 Class I Substances:** Not listed

**Clean Air Act Section 602 Class II Substances:** Not listed

**DEA List I Chemicals (Precursor Chemicals):** Not listed

**DEA List II Chemicals (Essential Chemicals):** Listed



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Gasoline (all grades)

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SARA 313

	Component	CAS number	Concentration
Form R – Reporting requirements	Xylene	1330-20-7	10-30%
	Toluene	108-88-3	10-30%
	n-Hexane	110-54-3	1-5%
	Benzene	71-43-2	1-5%
	1,2,4-Trimethylbenzene	95-63-3	1-5%
	Ethylbenzene	100-41-4	1-5%
	Naphthalene	91-20-3	1-5%
Supplier notification	Xylene	1330-20-7	10-30%
	Toluene	108-88-3	10-30%
	n-Hexane	110-54-3	1-5%
	Benzene	71-43-2	1-5%
	1,2,4-Trimethylbenzene	95-63-3	1-5%
	Ethylbenzene	100-41-4	1-5%
	Naphthalene	91-20-3	1-5%

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently distributed.

## State regulations

<b>Massachusetts:</b>	The following components are listed: Gasoline, natural; Xylene; Toluene; n-Hexane; Benzene; Ethylbenzene; 1,2,4-Trimethylbenzene; Naphthalene
<b>New York</b>	The following components are listed: Xylene; Toluene; n-Hexane; Benzene; Ethylbenzene; Naphthalene
<b>New Jersey</b>	The following components are listed: Gasoline, natural; Xylene; Toluene; n-Hexane; Benzene; Ethylbenzene; 1,2,4-Trimethylbenzene; Naphthalene
<b>Pennsylvania</b>	The following components are listed: Xylene; Toluene; n-Hexane; Benzene; Ethylbenzene; 1,2,4-Trimethylbenzene; Naphthalene

**California Proposition 65:** Warning: This material may contain detectable quantities of the following chemicals, known to the State of California to cause cancer, birth defects or other reproductive harm, and which may be subject to the requirements of California Proposition 65 (CA Health & Safety Code Section 25249.5): ethyl benzene, benzene, toluene.

Component	Cancer	Reproductive	No significant risk level	Maximum acceptable dosage level
Toluene	No	Yes	No	7,000 ug/day (ingestion) 13,000 ug/day (inhalation)
Benzene	Yes	Yes	6.4 ug/day (ingestion) 13 ug/day (inhalation)	24 ug/day (ingestion) 49 ug/day (inhalation)
Ethylbenzene	Yes	No	41 ug/day (ingestion) 54 ug/day (inhalation)	No
Naphthalene	Yes	No	Yes	No

## SECTION 16: OTHER INFORMATION



## ***SAFETY DATA SHEET***

**Gasoline (all grades)**

**Revision Date: 02/19/2021**

**Date of Preparation or Last Change: 2/19/2021**

### **Abbreviations and acronyms:**

**N/C** – Not Classified – No concern based on consideration of the sum of available data.

**N/D** – Not Determined

**N/A** – Not Applicable or Not Available

**N/R** – Not Regulated

**CAS** – Chemical Abstract Service

**EC** – European Community

**STOT** – Specific Target Organ Toxicity

**OSHA** – US Occupational Safety and Health Organization

**PEL** – OSHA Permissible Exposure Limits

**ACGIH** – American Conference of Governmental Industrial Hygienists

**TLV** – ACGIH\* Threshold Limit Values

**REL** – Recommended Exposure Limits

**IDLH** – Immediately Dangerous to Life or Health

**TWA** – Time Weighted Average – Average exposure over a specified period of time (i.e., 8 hours)

**STEL** – a 15-minute TWA exposure that should not be exceeded at any time during a work day.

**Ceiling** – Exposure limit which shall at no time be exceeded during the work day.

**NE** – None Established

**APF** – Assigned Protection Factor – the level of respiratory protection that a respirator is expected to provide.

**UEL** – Upper Explosive Limit – Highest concentration (percentage) of a gas or vapor in air capable of producing a flash fire in the presence of an ignition source

**LEL** – Lower Explosive Limit – Lowest concentration (percentage) of a gas or vapor in air capable of producing a flash fire in the presence of an ignition source.

**UFL** – Upper Flammability Limit - Maximum concentration of vapor in air above which propagation of a flame will not occur in the presence of an ignition source.

**LFL** – Lowest concentration at which a flammable mixture of gas or vapor in air can ignite at a given temperature and pressure.

**IARC** – International Agency for Research on Cancer

**NTP** – National Toxicology Program

**NIOSH** – National Institute for Occupational Safety and Health

**NOAA** – National Oceanic and Atmospheric Administration

**GHS** – Globally Harmonized System of Classification and Labeling of Chemicals

**RTECS** – Registry of Toxic Effects of Chemical Substances

**HSDB** – Hazardous Substances Data Bank

### **Disclaimer:**

The information in this document is based on the present state of our knowledge and is applicable to the product with regard to appropriate safety precautions



# SAFETY DATA SHEET

Diesel Fuel (all grades)

Revision Date: 01/22/2021

## SECTION 1: IDENTIFICATION

(a) PRODUCT IDENTIFIER: Diesel Fuel (all grades)	(b) OTHER MEANS OF IDENTIFICATION: Ultra Low Sulfur Diesel (ULSD), Low Sulfur Diesel, Motor Vehicle Diesel Fuel, Diesel Fuel #2, Dyed Diesel Fuel, Off-road Diesel, Locomotive and Marine Diesel Fuel, Tax-exempt Diesel Fuel, Fuel Oil
	<b>Product Group:</b> Liquid <b>Chemical Family:</b>

(c) Recommended Use: Fuel

Restrictions on Use: Not to be used for anything other than recommended use.

(d) Manufacturer:



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Fax: 678-762-2466 • Email: [info@colpipe.com](mailto:info@colpipe.com) • Website: [www.colpipe.com](http://www.colpipe.com)

(e) EMERGENCY PHONE NUMBER: US: 1-800-424-9300 • INTL: +1-703-527-3887 • 24 hours/day, 7 days/week

## SECTION 2: HAZARDS IDENTIFICATION

The categories of Health Hazards as defined in OSHA 29 CFR 1910.1200 Hazard Communication Standard have been evaluated and are listed below. Refer to Sections 3, 8, and 11 for additional information.

Human Health Hazards					
Hazard Classification	(a) Hazard Category	(b) Hazard Symbols	(b) Signal Word	(b) Hazard Statement	(b) Precautionary Statement
Acute Toxicity (Oral)	2		Danger	May be fatal if swallowed	Do not eat, drink, or smoke when using this product, P264, P301, P310, P405, P501
Acute Toxicity (Dermal)	N/C	--	--	--	--
Acute Toxicity (Inhalation)	N/C	--	--	--	--
Skin Corrosion/Irritation	2		Warning	Causes skin irritation	Wear protective gloves P264, P280, P302/P352, P332/P313, P362/P364
Eye Damage/Irritation	N/C	--	--	--	--
Respiratory Sensitization	N/C	--	--	--	--
Skin Sensitization	N/C	--	--	--	--
Germ Cell Mutagenicity	N/C	--	--	--	--



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## SECTION 2: HAZARDS IDENTIFICATION

The categories of Health Hazards as defined in OSHA 29 CFR 1910.1200 Hazard Communication Standard have been evaluated and are listed below. Refer to Sections 3, 8, and 11 for additional information.

Human Health Hazards					
Hazard Classification	(a) Hazard Category	(b) Hazard Symbols	(b) Signal Word	(b) Hazard Statement	(b) Precautionary Statement
Carcinogenicity	2		Warning	Suspected of causing cancer	P201, P202, P280, P308, P313, P405, P501
Reproductive Toxicity	N/C	--	--	--	--
Specific Target Organ Toxicity (STOT) Single-Exposure	1		Danger	May cause damage to blood if swallowed	Do not eat, drink, or smoke when using this product, P264, P301, P310, P405, P501
Specific Target Organ Toxicity (STOT) Repeated or Prolonged Exposure	N/D	--	--	--	--
Aspiration Hazard	N/D	-	-	-	-

Physical Hazards					
Hazard Classification	Hazard Category	Hazard Symbols	Signal Word	Hazard Statement	Precautionary Statement
Explosives	N/A	-	-	-	-
Flammable Gases	N/A	-	-	-	-
Flammable Aerosols	N/A	-	-	-	-
Oxidizing Gases	N/A	-	-	-	-
Gases Under Pressure	N/A	-	-	-	-
Flammable Liquids	3		Warning	Highly flammable liquid and vapor	-
Flammable Solids	N/A	-	-	-	-
Self-reactive Substances and Mixtures	N/A	-	-	-	-
Substances and mixtures which react with water to emit flammable gases	N/A	-	-	-	-
Oxidizing Liquids	N/A	-	-	-	-



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Physical Hazards					
Hazard Classification	Hazard Category	Hazard Symbols	Signal Word	Hazard Statement	Precautionary Statement
<b>Oxidizing Solids</b>	N/A	-	-	-	-
<b>Organic Peroxides</b>	N/A	-	-	-	-
<b>Corrosive to Metals</b>	N/A	-	-	-	-

Health Hazard Precautionary Statement	
P201	Obtain special instructions before use.
P202	Do not handle until all safety precautions have been read and understood.
P233	Keep container tightly closed.
P260	Do not breathe dust/fume/gas/mist/vapors/spray.
P261	Avoid breathing dust/fume/gas/mist/vapors/spray.
P264	Wash thoroughly after handling.
P271	Use only outdoors or in a well-ventilated area.
P280	Wear protective gloves/ protective clothing/eye protection/face protection.
P301	If swallowed:
P310	Immediately call a poison center or doctor.
P304	If inhaled:
P340	Remove person to fresh air and keep comfortable for breathing.
P305	If in eyes: Rinse cautiously with water for several minutes.
P351	Remove contact lenses.
P338	Continue rinsing.
P337	If eye irritation persists.
P313	Get medical advice/attention.
P308	If exposed or concerned:
P312	Call a poison center or doctor if you feel unwell.
P314	Get medical advice/attention if you feel unwell.
P403	Store in a well-ventilated place.
P405	Store locked up.
P501	Dispose of contents/container to an approved facility.

Physical Hazard Precautionary Statement	
P210	Keep away from heat/sparks/open flames/hot surfaces. No smoking.
P233	Keep container tightly closed.
P235	Keep cool.
P240	Ground/Bond container and receiving equipment.
P241	Use explosion-proof electrical/ventilating/lighting/equipment.
P242	Use only non-sparking tools.
P243	Take precautionary measures against static discharge.
P264	Wash all body parts in contact with material thoroughly after handling.




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Physical Hazard Precautionary Statement	
P280	Wear protective gloves/eye protection/face protection.
P303	If on skin or hair:
P352	Wash with plenty of water
P353	Rinse skin with water/shower.
P361	Remove/take off immediately all contaminated clothing.
P362/P364	Take off contaminated clothing and wash it before reuse.
P332/P313	If skin irritation occurs: Get medical advice/attention.
P370	In case of fire.
P378	Use dry chemical, carbon dioxide, or foam for extinction.
P403	Store in a well-ventilated place.
P501	Dispose of contents/container to an approved disposal facility.

Hazard Classification	(a) Hazard Category	(b) Hazard Symbols	(b) Signal Word	(b) Hazard Statement	(b) Precautionary Statement
Environmental Hazards					
Acute Toxicity to the Aquatic Environment	3	-	-	Harmful to Aquatic Life	-
Chronic Toxicity to the Aquatic Environment	2		-	Toxic to aquatic life with long lasting effects	-

(d) Unknown toxicity: N/A

(e) Unknown ecotoxicity: N/A

**Medical conditions which are generally recognized as being aggravated by exposure:** Individuals who are deficient in the enzyme glucose-6-phosphate dehydrogenase may have increase susceptibility to the hemolytic effects of naphthalene.

## SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS<sup>1</sup>

(a) Chemical name (b) (Common name and synonyms)	(c) CAS No.	(c) EC No.	(b) % Weight*
Fuel oil no. 2	68476-30-2	270-671-4	60 – 100 %
Naphthalene	91-20-3	202-049-5	0 – 3%

<sup>1</sup> May contain multifunctional additives and/or dyes including Fatty Acid Methyl Esters (FAME) found in biodiesel fuels

## SECTION 4: FIRST AID MEASURES

(a) Description of necessary measures:

<b>INHALATION:</b>	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If unconscious, place in recover position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt, or waistband.
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<b>INGESTION:</b>	Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in position comfortable for breathing. If material has been swallowed and the exposed person is conscious give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that the vomit does not enter the lungs. Get medical attention. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt, or waistband.
<b>SKIN CONTACT:</b>	Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Continue to rinse for at least 20 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.
<b>EYE CONTACT:</b>	Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 20 minutes. Get medical advice/attention.

**(b) Most important symptoms/effects:**

- **Acute:** None identified
- **Delayed:** None identified

**(c) Indication of immediate medical attention and special treatment:** Significant over-exposure

**Notes to physician:** Treat symptomatically and supportively. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

**General advice:** In the case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). Show this safety data sheet to the doctor in attendance. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.

### SECTION 5: FIRE FIGHTING MEASURES

**(a) Suitable extinguishing media:** Foam, dry chemical, carbon dioxide, water spray can cool the fire but may not extinguish the fire.

**Unsuitable extinguishing media:** High volume water jet. It will spread the fire.

**(b) Specific hazards arising from the chemical:** Flammable liquid and vapor. It can be ignited by heat, spark, flames, or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment, and electronic devices such as cell phones, computers, and pagers which have not been certified as intrinsically safe). Vapors can travel considerable distances to spaces, outdoors, or in sewers. This product will float and can be reignited on surface water. Vapors can be heavier than air and can accumulate in low-lying areas. If container is not properly cooled, it can rupture in the heat of a fire. Hazardous combustion/decomposition products may be released by this material when exposed to heat or fire. Use caution and wear appropriate PPE, including respiratory protection.

**(c) Special protective equipment and precautions for fire-fighters:** Shut off flow immediately if it can be done safely. Isolate the area from personnel. Keep personnel upwind from fire. Fire fighters should use appropriate SCBA while in close proximity to fire and vapors coming from product. Move personnel upwind of any smoke or vapors.

**(d) Flammability/Explosivity:** NFPA RATING Hazard Class:

Health = 1

Fire = 2



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Instability = 0

(0-Minimal, 1-Slight, 2-Moderate, 3-Serious, 4-Severe)

(e) **Hazardous Decomposition Products:** Normal combustion forms carbon dioxide and water vapor; incomplete combustion may produce carbon monoxide.

### SECTION 6: ACCIDENTAL RELEASE MEASURES

(a) **Personal precautions, Protective equipment, and Emergency procedures:** No action shall be taken involving any personal risk without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking, or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

(b) **Methods and materials for containment and cleaning up:** Remove sources of ignition. Beware of explosion danger. Stop flow of product, if it is safe to do so. Notify relevant authorities in accordance with all applicable regulations. Immediate cleanup of any spill is recommended if possible. Dike the spilled material. Absorb spill with inert material such as sand or vermiculite, and place in suitable container for disposal. If spilled on water, remove with appropriate methods (e.g., skimming, booms, or absorbent boom). In the case of soil contamination, remove contaminated soil for remediation or disposal, in accordance with local regulations. Recommended measures are based on the most likely spill scenarios for this material; however, local conditions and regulations may influence or limit the choice of appropriate actions to be taken.

**Environmental Precautions:** Prevent product from entering drains and sanitary sewers. Prevent further leakage or spillage if safe to do so. If product impacts rivers, lakes, drains, or any other body of water, contact appropriate authorities. Consult with an environmental professional for the federal, state, and local cleanup and reporting requirements.

### SECTION 7: HANDLING AND STORAGE

(a) **Precautions for safe handling:** Keep away from ignition sources such as heat/sparks/open flame. Take precautionary measures against static discharge. Non-sparking tools should be used. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not eat, drink, or smoke when using this product. Do not breathe vapors or mists. Use only outdoors or in well-ventilated area. Wear protective gloves/clothing and eye/face protection. Wash thoroughly after handling. Use good personal hygiene practices and wear appropriate personal protective equipment.

Beware of accumulation in confined spaces and low-lying areas. Open container slowly to relieve any pressure. Electrostatic charge may accumulate and create a hazardous condition when handling or processing this material. To avoid fire or explosion, dissipate static-electricity during transfer by grounding and bonding containers and equipment before transferring material. The use of explosion-proof electrical equipment is recommended and may be required (see appropriate fire codes). Refer to NFPA-70 and/or API RP 2003 for specific bonding/grounding requirements. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Do not wear contaminated clothing or shoes. Keep contaminated clothing away from sources of ignition such as sparks or open flames.

Static Accumulation Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding of tanks, transfer piping, and storage tank level floats are



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necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. Special care should be given to ensure that slow load procedures for "switch loading" are followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such as gasoline or naphtha). For more information, refer to OSHA Standard 29 CFR 1910.106 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

**(b) Conditions for safe storage, including any incompatibilities:** May be incompatible with strong oxidizing agents such as nitric acid, peroxides, and perchlorates. Potentially Incompatible Absorbents: None identified.

### SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Limits:				
Components	(a) OSHA PEL <sup>1</sup>	(a) ACGIH TLV <sup>2</sup>	(a) Manufacturer REL <sup>3</sup>	(a) IDLH <sup>4</sup>
Fuel Oil no. 2	NA	100 mg/m <sup>3</sup>	NA	NA
Naphthalene	10 ppm TWA	10 ppm TWA 15 ppm STEL	NA	250 ppm
<b>Notes:</b> <ol style="list-style-type: none"> <li>1. OSHA PEL are 8-hour TWA (Time-weighted average) concentrations unless otherwise noted. A ("C") designation denotes a ceiling limit, which should not be exceeded during any part of the working exposure unless otherwise noted. A Short-Term Exposure Limit (STEL) is defined as a 15-minute exposure, which should not be exceeded at any time during a workday.</li> <li>2. Threshold Limit Values – TWA established by the ACGIH represents the TWA concentration for a conventional 8-hour workday and a 40-hour workweek, to which it is believed that nearly all workers may be repeatedly exposed, day after day, for a working lifetime without adverse effect; Short-Term Exposure Limit (TLV-STEL) represents a 15-minute TWA exposure that should not be exceeded at any time during a work day. ACGIH TLV's are for guideline purposes only and as such are not legal, regulatory limits for compliance purposes.</li> <li>3. The exposure limits developed by the manufacturer are for guideline purposes only and as such are not legal, regulatory limits for compliance purposes.</li> <li>4. The "immediately dangerous to life or health air concentration values (IDLHs)" are used by NIOSH as part of a respiratory selection criteria.</li> </ol>				

**(b) Appropriate engineering controls:** Provide adequate general and local ventilation to maintain airborne chemical concentrations below applicable exposure limits, to prevent accumulation of flammable vapors and formation of explosive atmosphere, and to prevent formation of an oxygen deficient environment. Use non-sparking explosion proof, totally enclosed ventilation systems. Only use non-sparking tools, if engineering controls or work activities are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

**(c) Individual protection measures:**



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**Eye/face protection:** Wear approved safety glasses/goggles with side shields and/or an appropriate full-face shield. All eye protection should be selected and worn in accordance with the OSHA eye and face protection guidelines outlined in 29 CFR 1910.132 and 1910.133; and/or CSA Standard CAN/CSA-Z94.3-92.

**Skin Protection:** Wear appropriate clothing to prevent skin contact. Thoroughly decontaminate any articles of clothing that come into contact with product. The use of gloves is advised to prevent skin exposure and contact. Users should check with manufacturers to confirm the breakthrough performance of their products. Depending on exposure and conditions, additional protection may be necessary to prevent skin contact including items such as chemical resistant boots, aprons, arm covers, hoods, coveralls, or encapsulated suits. All PPE should be selected and worn in accordance with 29 CFR 1910.132 and 1910.138. Flame resistant clothing that meets the NFPA 212 and CAN/CGSB 155.20 standards is recommended in areas where material is stored or handled.

**Respiratory protection:** A positive pressure air line with full-face mask and escape bottle or a self-contained breathing apparatus (SCBA) should be available in case of an emergency and cases when the IDLH is exceeded. All respirators should be selected and worn in accordance with 29 CFR 1910.132 and 1910.134, and/or CSA Standard CAN/CSA-Z94.4-11.

**(d) General hygiene considerations:** Always observe good personal hygiene measures, such as washing after handling the material, and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Eye-wash and quick-drench shower facilities should be available in the work area.

**General:** Wear chemical protective equipment. Launder contaminated clothing before reuse.

### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Physical and Chemical Properties	
(a) Appearance:	A colorless to straw-yellow, water-like
(b) Odor:	Petroleum-like
(c) Odor Threshold:	N/A
(d) pH:	N/A
(e) Melting point/Freezing point:	N/A
(f) Boiling point/range:	320 to 670 °C (608 to 1,238 °F)
(g) Flash Point:	Closed cup: 43.33°C (110°F)
(h) Evaporation rate:	< 1 (Ethyl Ether = 1)
(i) Flammability:	N/A
(j) UFL/LFL or UEL/LEL:	Lower: 0.6% Upper: 7.5%
(k) Vapor pressure:	6.9 kPa (51.6 mm Hg) [20°C]
(l) Vapor density (air =1.0):	8
(m) Relative density (water = 1.0):	0.87
(n) Solubility in water:	Very slightly soluble
(o) Partition coefficient:	N/A
(p) Auto-ignition temperature:	260°C (500°F)
(q) Decomposition temperature:	N/A



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Physical and Chemical Properties	
(r) Viscosity:	Kinematic (40°C(104°F)): 0.019 to 0.041 cm <sup>2</sup> /s (1.9 to 4.1 cSt)

## SECTION 10: STABILITY AND REACTIVITY

- (a) **Reactivity:** No specific test data related to reactivity available for this product or its ingredients. When heated sufficiently or when ignited in the presence of air oxygen, Diesel Fuel will burn exothermically to produce carbon dioxide and water.
- (b) **Chemical stability:** Material is stable under normal conditions.
- (c) **Possibility of hazardous reactions:** Under normal conditions of storage and use, hazardous reaction will not occur
- (d) **Conditions to avoid (e.g., static discharge, shock, or vibration):** Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind, or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.
- (e) **Incompatible materials:** Oxidizing materials
- (f) **Hazardous decomposition products:** Carbon dioxide, carbon monoxide, smoke (non-combusted hydrocarbons). Oxides of nitrogen may also be formed.
- (g) **Hazardous Polymerization:** Will not occur.

## SECTION 11: TOXICOLOGICAL INFORMATION

- (a) **Information on likely routes of exposure:**
  - **Inhalation:** causes irritation of upper respiratory tract; central nervous system stimulation followed by depression of varying degrees ranging from dizziness, headache, and incoordination to anesthesia, coma, and respiratory arrest; irregular heartbeat is dangerous complication.
  - **Accidental Ingestion:** causes irritation of mucous membranes of throat, esophagus, and stomach; stimulation followed by depression of central nervous system; irregular heartbeat.
  - **Skin contact:** May cause skin irritation with prolonged or repeated contact.
  - **Eye contact:** May cause moderate irritation.
- (b) **Symptoms related to physical, chemical and toxicological characteristics:** : Skin contact may cause dermal irritation. Excessive inhalational exposures may cause irritation to nose, throat, lungs, and respiratory tract. Central nervous system effects may include headache, dizziness, loss of balance and coordination, unconsciousness, and respiratory failure
- (c) **Delayed and immediate effects and also chronic effects from short- and long-term exposure:** Chronic skin exposures can lead to dermatitis. Laboratory animal studies of petroleum products by the dermal and inhalation exposure routes through prolonged or repeated exposure have demonstrated toxicity to the liver, blood, spleen and thymus.
- (d) **Numerical measures of toxicity:** No toxicity data is available for Diesel Fuel as a whole.

Acute Toxicity (Oral)				
Chemical	Tested % Weight	Model	LD <sub>50</sub> Range	Reference



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Fuel oil no. 2	100%	Rat	>5,000 mg/kg	ECHA, 2020
Naphthalene	100%	Mouse	533 mg/kg	ECHA, 2020

Acute Toxicity (Dermal)				
Chemical	% Weight	Model	LD <sub>50</sub> Range	Reference
Fuel oil no. 2	100%	Rabbit	>4,300 mg/kg	ECHA, 2020
Naphthalene	100%	Rat	>5,000 mg/kg	ECHA, 2020

Acute Toxicity (Inhalation)				
Chemical	% Weight	Model	LC <sub>50</sub> Range	Reference
Fuel oil no. 2	100%	Rat	4.1 mg/L	ECHA, 2020
Naphthalene	100%	Rat	>77.7 ppm	ECHA, 2020

Skin Damage/Irritation			
Chemical	Model	Symptom	Reference
Fuel oil no. 2	Rabbit	Irritating	ECHA, 2020
Naphthalene	Rabbit	Not Irritating	ECHA, 2020

Eye Damage/Irritation			
Chemical	Model	Symptom	Reference
Fuel oil no. 2	Rabbit	Not Irritating	ECHA, 2020
Naphthalene	Rabbit	Not Irritating	ECHA, 2020

Respiratory Sensitization	
No data available on respiratory sensitization	

Skin Sensitization			
Chemical	Model	Symptom	Reference
Fuel oil no. 2	Guinea Pig	Not Sensitizing	ECHA, 2020
Naphthalene	Guinea Pig	Not Sensitizing	ECHA, 2020

Germ Cell Mutagenicity		
Chemical	Test/Result	Reference
Fuel oil no. 2	Data not sufficient for classification	ECHA, 2020
Naphthalene	Results of in vivo and invitro genotoxicity testing predominantly negative	ECHA, 2020

Carcinogenicity				
Compound	ACGIH	IARC	NTP	OSHA
Fuel oil no. 2	A3 – Confirmed animal carcinogen with unknown relevance to humans	Not Classified	Not listed	Not classified



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Carcinogenicity				
Compound	ACGIH	IARC	NTP	OSHA
Naphthalene	A4 – Not classifiable as a human carcinogen	2B – Possibly carcinogenic to humans	Reasonable anticipated to be a human carcinogen	Not classified

Reproductive Toxicity		
Chemical	Test/Result	Reference
Fuel oil no. 2	Mostly negative findings for reproductive endpoints	ECHA, 2020
Naphthalene	Mostly negative findings except some high dose effects relating to maternal toxicity	ECHA, 2020

Specific Target Organ Toxicity (STOT) – Single Exposure				
Chemical	Route/Organism	Dose	Effect	Reference
Fuel oil no. 2	NA	NA	No data sufficient for classification	ECHA, 2020
Naphthalene	Oral/Human	Unspecified	Hemolytic anemia and hypotension	ECHA, 2020

Specific Target Organ Toxicity (STOT) – Repeated Exposure				
Chemical	Route/Organism	Dose	Effect	Reference
Fuel oil no. 2	NA	NA	No data available	
Naphthalene	NA	NA	No data available	

Aspiration Hazard		
Chemical	Assessment	Reference
Fuel oil no. 2	No data available	
Naphthalene	No data available	

## SECTION 12: ECOLOGICAL INFORMATION

This product has no known adverse ecological effects.

- (a) **Ecotoxicity:** This material is expected to be potentially toxic to aquatic organisms. Ecotoxicity data have not been determined specifically for this mixture.
- (b) **Persistence and degradability:** Hydrocarbon mixtures are not considered readily biodegradable and most nonvolatile components are not biodegradable. Some components are persistent in water. Lighter components will tend to evaporate but the heavier components may become dispersed in water or absorbed to soil or sediment.
- (c) **Bioaccumulative potential:** The octanol water coefficient (Log  $K_{ow}$ ) values for the hydrocarbon components of this material range from less than 2 to greater than 6, and therefore would be regarded as having the potential to bioaccumulate.



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- (d) **Mobility in soil:** The log  $K_{oc}$  of Fuel Oil No. 2 is reported to range from 3.0 to 5.7, a range that suggests low to no mobility in soil.
- (e) **Other adverse effects:** coating with this mixture can kill birds, plankton, aquatic life, algae, and fish

### SECTION 13: DISPOSAL CONSIDERATIONS

**Description of waste residues and safe handling:** It is the responsibility of the user to determine if disposal material is hazardous according to federal, state and local regulations. Dispose of waste in accordance with the federal, state, and local laws and regulations. This material may be considered a RCRA hazardous waste under 40 CFR 261-271 due to its ignitability. The product can be an ignitable hazardous waste. It is recommended that this product, in any form, be incinerated in suitable combustion chamber for disposal. If possible, use a flare.

**Methods of disposal:** The generation of waste should be avoided or minimized wherever possible. Significant quantities of waste product residues should not be disposed of via the foul sewer but processed in a suitable effluent treatment plant. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling empty containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

### SECTION 14: TRANSPORT INFORMATION

This product is not a hazardous material per DOT shipping regulations.

- (a) UN number: NA1993
- (b) UN proper shipping name: Fuel oil no. 2
- (c) Transport Hazard classes: 3
- (d) Packing group: III
- (e) Environmental hazards
  - i. Marine pollutant: No applicable information
- (f) Transport in bulk
  - i. IBC Code – No applicable information
  - ii. Annex II of MARPOL 73/78 - No applicable information
- (g) Special precautions: No applicable information

### SECTION 15: REGULATORY INFORMATION

**OSHA/MSHA HAZARD COMMUNICATION:** This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

**CERCLA-** Not considered hazardous

**EPCRA 302-** Not considered hazardous

**EPCRA 304-** Not considered hazardous



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**SARA 313- Not considered hazardous**

## **SECTION 16: OTHER INFORMATION**

**Date of Preparation or Last Change: 01/22/2021**

### **Abbreviations and acronyms:**

**N/C** – Not Classified – No concern based on consideration of the sum of available data.

**N/D** – Not Determined

**N/A** – Not Applicable or Not Available

**N/R** – Not Regulated

**CAS** – Chemical Abstract Service

**EC** – European Community

**STOT** – Specific Target Organ Toxicity

**OSHA** – US Occupational Safety and Health Organization

**PEL** – OSHA Permissible Exposure Limits

**ACGIH** – American Conference of Governmental Industrial Hygienists

**TLV** – ACGIH\* Threshold Limit Values

**REL** – Recommended Exposure Limits

**IDLH** – Immediately Dangerous to Life or Health

**TWA** – Time Weighted Average – Average exposure over a specified period of time (i.e., 8 hours)

**STEL** – a 15-minute TWA exposure that should not be exceeded at any time during a work day.

**Ceiling** – Exposure limit which shall at no time be exceeded during the work day.

**NE** – None Established

**APF** – Assigned Protection Factor – the level of respiratory protection that a respirator is expected to provide.

**UEL** – Upper Explosive Limit – Highest concentration (percentage) of a gas or vapor in air capable of producing a flash fire in the presence of an ignition source

**LEL** – Lower Explosive Limit – Lowest concentration (percentage) of a gas or vapor in air capable of producing a flash fire in the presence of an ignition source.

**UFL** – Upper Flammability Limit - Maximum concentration of vapor in air above which propagation of a flame will not occur in the presence of an ignition source.

**LFL** – Lowest concentration at which a flammable mixture of gas or vapor in air can ignite at a given temperature and pressure.

**IARC** – International Agency for Research on Cancer

**NTP** – National Toxicology Program

**NIOSH** – National Institute for Occupational Safety and Health

**NOAA** – National Oceanic and Atmospheric Administration

**GHS** – Globally Harmonized System of Classification and Labeling of Chemicals

**RTECS** – Registry of Toxic Effects of Chemical Substances

**HSDB** – Hazardous Substances Data Bank

### **Disclaimer:**

The information in this document is based on the present state of our knowledge and is applicable to the product with regard to appropriate safety precautions

**GASOLINE AND DIESEL FUEL SPECIFICATIONS**

**SUPPLIER INFORMATION:** The product offered should conform to the basic requirements listed below. These requirements establish minimum performance levels and describe features deemed necessary to accomplish specific functions. Bidders are to indicate exactly what they are offering in the blank lines below. If the product meets a required item exactly as written, "COMPLY" may be used the space provided. If additional space is needed, please attach additional sheets. Any deviation that either exceeds or does not meet the minimum requirement should be noted as an exception and the exact offering described on the blank lines below the specification.

**REQUIREMENTS**

1. Low Sulfur Gasoline Ethanol. Minimum octane for regular grade is 87. State the minimum octane being bid. 87 octane
2. Diesel fuel shall be ultra-low sulfur, #2 and shall meet ASTM specifications for #2 fuel.  
COMPLY
3. All products shall conform to State of Georgia specifications and comply with all federal, state, and local laws and regulations. COMPLY
4. Upon the completion of the contract period (which includes each subsequent renewal period), the supplier shall furnish NGFC participants an executed GUST 36 Product Supplier Confirmation for all products delivered during the contract period (sample page enclosed – Page 21 ) COMPLY
5. NGFC participants are responsible for the following taxes: Federal Excise LUST (Local Underground Storage Tank) Government Tax, Georgia Motor Fuel Tax, Georgia Prepaid State Tax, Georgia Environmental Assurance Fee (Georgia Underground Storage Tank), and Federal Environmental Recovery Fee unless otherwise specified.

**BID PRICE SHALL NOT INCLUDE TAXES**

REQUIREMENTS

6. Supplier(s) shall make deliveries as indicated by each participating NGFC agency.

COMPLY

7. Transport truck deliveries should be made to locations indicated by participating agencies. Delivery shall be made by transport truck(s) for Diesel Fuel with a maximum delivery of 7,500 gallons minimum 7,200 gallons; and Unleaded Gasoline Fuel with a maximum delivery of 8,600 gallons minimum 8,000 gallons. COMPLY

8. Tank wagon or split trailer load deliveries shall be made to the locations as indicated by the agencies. COMPLY

9. All deliveries shall be made Monday through Friday, excluding holidays, within 24 hours after receipt of individual orders. Each NGFC agency may modify these conditions in the information section. COMPLY

REQUIREMENTS

10. Bid price shall be bid based on a cost "plus" basis, specifying the lowest available price to be used, "plus" shall include all delivery costs and other fees. The discount or premium shall remain fixed during the term of the contract. The referenced price on the OPIS Rack is a variable base price that will be determined by each future edition of the OPIS Rack Report. The real price shall be recomputed upon issuance of each edition of the OPIS Rack Report. The recomputed price will become effective on orders made on or after issuance date of the edition. However, undelivered orders will not be affected. Weekly price shall be modified according to the rack average posting OPIS Rack Report. Daily OPIS Rack rate shall be calculated the same. Including the code references on the OPIS Rack Report, the applicable price shall include the lump sum of the cost of the product and delivery to the destinations listed in the information sections. The lump sum shall be subject to applicable taxes. (OPIS Rack Report is a Gasoline and Distillate Reseller Price Report prepared by Oil Price Information Service, 8701 Georgia Avenue, and Suite 800, Silver Springs, MD 20910.) COMPLY
- 
- 
- 
- 

11. In the times of fuel shortages, this contract must take precedence over all non-governmental contracts where the shortage is not a danger to the general public. The gasoline and diesel fuel purchased by a NGFC agency will be used for emergency and public safety vehicles. \_\_\_\_\_

COMPLY

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REQUIREMENTS

12. The risk of loss remains with the successful supplier in the following situations: (a) until the product is delivered pursuant to the requirements and conditions stated herein; and (b) where the tender or delivery of the products so fails to conform to the contract as to give a right of rejection until the nonconformity is cured or accepted. COMPLY
- 
- 
- 

13. The successful supplier(s) warrant that:

(a) quality of product(s) delivered will be equal to or greater than quality specified;

(b) The product(s) delivered to the NGFC shall conform to any affirmation of fact or promise by the successful supplier(s), or description of the product(s); and (c) the product(s) delivered to the NGFC shall be fit for the particular purpose for which the product(s) are required.

COMPLY

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14. **MATERIAL SAFETY DATA SHEETS:** MSDS should be included in duplicate with your bid.

**NOTE:** All invoices shall have the bill of lading (BOL) attached.

Failure To Return This Page As Part Of Your Bid Document May Result In Rejection Of Bid.

### BID SCHEDULE

\*\*Total price will be based on (Weekly Discount/Mark-Up + price per gallon) x Estimated Annual Quantity not including taxes\*\*

ITEM #	EST. ANNUAL QTY.	UNIT	DESCRIPTION	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON (OPIS)*	TOTAL**
1	15,799,062	Gal.	Diesel Fuel, ultra-low sulfur, #2 Full Transport Load Quantity		.0088	\$1.22	19,413,887.40
2	3,629,094	Gal.	Diesel Fuel, ultra-low sulfur, #2 Tank Wagon Load Quantity		.0788	\$1.22	4,713,467.29
3	11,686,222	Gal.	Low Sulfur Gasoline Ethanol Full Transport Load Quantity		.0044	\$1.30	15,243,508
4	2,981,274	Gal.	Low Sulfur Gasoline Ethanol Tank Wagon Load Quantity		.0788	\$1.30	4,110,580.59
5	40,000	Gal.	Diesel Exhaust Fluid		.21	\$1.79	2.00
BID TOTAL							\$43,481,445.30

\* For evaluation purpose only

State cost of split deliveries \$ 0 This is for different location sites and does not apply to multiple tanks at one site. Primary site cannot be charged in fee.)

State pump fee \$ 60 State short load fee \$ 0 (less than 7,200 gallons - Diesel; less than 8,000 gallons - Unleaded))

North Georgia Fuel Cooperative requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the NGFC to declare bid non-responsive. Contract to begin on August 31, 2017.

Unless otherwise noted, quoted prices will remain firm for four (4) additional years. NGFC reserves the right to negotiate pricing/discounts for the additional renewal periods based on increased volumes from increased participation.

If a percentage decrease will be part of this bid, please note this in the space provided.

1<sup>st</sup> renewal period \_\_\_\_\_

2<sup>nd</sup> renewal period \_\_\_\_\_

3<sup>rd</sup> renewal period \_\_\_\_\_

4<sup>th</sup> renewal period \_\_\_\_\_

COMPANY NAME BOSWELL OIL COMPANY

*opened @ 3pm 6/15/23*  
*CB*

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### BID SCHEDULE (CONTINUED)

If a percentage increase will be a part of this bid, please note this in the space provided.

1<sup>st</sup> renewal period \_\_\_\_\_ 2<sup>nd</sup> renewal period \_\_\_\_\_

3<sup>rd</sup> renewal period \_\_\_\_\_ 4<sup>th</sup> renewal period \_\_\_\_\_

### TERMINATION FOR CAUSE:

The NGFC and any of its participants may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the NGFC and its participant's rights or remedies provided by law.

### TERMINATION FOR CONVENIENCE:

The NGFC and its participants may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the NGFC and any of its participant's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

### TERMINATION FOR FUND APPROPRIATION

The NGFC and any of its participants may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier(s). In the event of the NGFC and its participant's termination of this Agreement for fund appropriation, the Supplier(s) will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation \_\_\_\_\_ Signature \_\_\_\_\_ Date 4/14/23

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within 90 days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule.

Legal Business Name BOSWELL OIL COMPANY Federal Tax ID 58-1593407  
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Address 150 FLOYD DRIVE ATHENS, GA 30607

Does your company currently have a location within Gwinnett County? Yes ☐ No ☒

Representative Signature [Signature] Printed Name BRITTANY HENDERSON

Telephone Number 706-286-0061 Fax Number 706-548-6977 E-mail address bhenderson@boswelloil.com

## PRODUCT SUPPLIER CONFIRMATION

State of GEORGIACounty of Athens ClarkePersonally came Brittany Henderson, who being first sworn, on oath deposes and says as follows:

1) My name is Brittany Henderson and that I am the Sales Rep  
 of Sales Rep. Boswell Oil, Product Supplier (Supplier)  
 (Title)

to the USTs located at Boswell Oil Company 150 Floyd Dr. Athens  
 (Facility Name and Address)

2) That in my capacity of Sales Representative of Supplier, I am familiar  
 (Title)

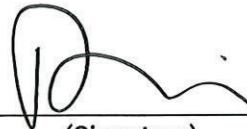
with the books and records maintained in the regular course of Supplier's business, especially concerning the sale of petroleum and the collection of and payment by Supplier of Environmental Assurance Fees (EAFs) for participants in the Georgia Underground Storage Tank (GUST) Trust Fund to the State of Georgia.

3) That the records of Supplier show that EAFs were collected on all petroleum product delivered to

Boswell Oil Company 150 Floyd Dr. Athens  
 (Facility Name and Address)

and that all EAFs so collected were properly and timely remitted to its distributor, Boswell Oil  
 for payment to the GUST Trust Fund or directly to the GUST Trust Fund as provided by the Underground Storage Tank Act and The Rules for Underground Storage Tank Management.

4) That I am aware that the Environmental Protection Division will rely on the representations made and information provided herein in determining whether Boswell Oil is a participant in the GUST Trust Fund for the facility located at 150 Floyd Dr., and I further warrant and represent that Supplier's records of EAF collection and payment are available for inspection and audit by the employees or authorized agents of the Georgia Environmental Protection Division or State of Georgia.



(Signature)

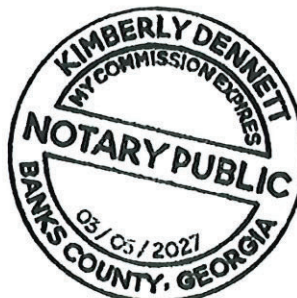
Sworn to and subscribe before me this

11<sup>th</sup> Day of April, 2023


Notary Public

My Commission Expires March 05, 2027

(Seal)



Failure to return this page as part of your bid document may result in rejection of bid

## REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name ATHENS-CLARKE CO.  
Brief Description of Project DENVER/ SUPPLY PETROLEUM & LUBRICANTS  
Completion Date CURRENT  
Contact Person RITA SHELNUTT  
Telephone 706.613.3447 Facsimile \_\_\_\_\_  
E-Mail Address rita.shelnutt@acgov.com
2. Company Name FULTON COUNTY SCHOOLS  
Brief Description of Project DELIVER PETROLEUM  
Completion Date CURRENT  
Contact Person SABRINA SHURNS  
Telephone 770.969.6091 Facsimile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
3. Company Name GEORGIA DEPT. OF ADMIN SERVICES  
Brief Description of Project DENVER PETROLEUM  
Completion Date CURRENT - STATEWIDE CONTRACT  
Contact Person CARL HALL  
Telephone 404.657.4254 Facsimile \_\_\_\_\_  
E-Mail Address carl.hall@doas.ga.gov

COMPANY NAME BOSWELL OIL COMPANY



BL051-23 Purchase of Gasoline and Diesel Fuel on an Annual Contract

Page 25

## CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. BOSWELL OIL COMPANY  
Company Submitting Bid/Proposal

2. Please select one of the following:  
☒ No information to disclose (complete only section 4 below)  
☐ Disclosed information below (complete section 3 & section 4 below)

3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name


\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY:   
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Brittany Henderson  
Printed Name of Authorized Officer or Agent  
Sales Representative  
Title of Authorized Officer or Agent of Contractor

11<sup>th</sup> day of April, 2023  
  
Notary Public

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33.  
The ordinance will be available to view in its' entirety at  
[GwinnettCounty.com](http://GwinnettCounty.com)





# Gwinnett

GWINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES  
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935  
O: 770.822.8720 | F: 770.822.8735  
GwinnettCounty.com

**BL051-23 Purchase of Gasoline and Diesel Fuel on an Annual Contract**

Page 26

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
**(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs 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, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

58-1593407

E-Verify \* User Identification Number

Date Registered

BOSWELL OIL COMPANY

Legal Company Name

150 FLOYDDR. ATHENS, GA

Company Address

BY: Authorized Officer or Agent  
(Contractor Signature)

Date \_\_\_\_\_

Sales Representative

Title of Authorized Officer or Agent of Contractor

Brittany Henderson

Printed Name of Authorized Officer or Agent

**For Gwinnett County Use Only:**

Document ID #

**Issue Date:**

**Initials:**

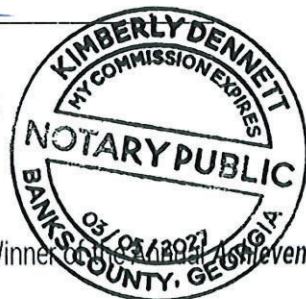
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

11<sup>th</sup> DAY OF April, 2023

Notary Public

My Commission Expires:

March 05, 2027



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Proud Winner of the **2013 Achievement of Excellence Award** in Procurement since 1999

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2023

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Denise M Poole	
Marsh & McLennan Agency LLC		PHONE (A/C, No, Ext): 229-883-2424	FAX (A/C, No): 229-436-7788
611 Pointe North Blvd		E-MAIL ADDRESS: Denise.Poole@MarshMMA.com	
Albany, GA 31721		INSURER(S) AFFORDING COVERAGE	
229 883-2424		INSURER A : Nationwide Mutual Insurance Company	NAIC # 23787
INSURED		INSURER B : Lloyds of London	555555
Boswell Oil Company		INSURER C : RSUI Indemnity Company	22314
150 Floyd Drive		INSURER D : Liberty Surplus Insurance Corporation	10725
Athens, GA 30607		INSURER E :	
		INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP120283A	04/05/2023	04/05/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> CA9948 1013 <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	CPP120283A	04/05/2023	04/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CU120283A	04/05/2023	04/05/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liab	Y	Y	23UKPCB23000259037	04/05/2023	04/05/2024	\$3,000,000/\$3,000,000
C	Excess Liab	Y	Y	NHA101848	04/05/2023	04/05/2024	\$5,000,000/\$5,000,000
D	Pollution			IRONTX009044533	01/01/2023	01/01/2024	\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(GL) Additional Insured per form: CGLB303 0413 Blanket Additional Insured - Required by Contract.

(GL) Waiver of Subrogation per form: CGLB304 0310 Blanket Waiver of Transfer of Rights of Recovery Against Others To Us.

(GL) Primary & Non-Contributory per form: CG2001 0413 Primary and Noncontributory - Other Insurance Condition.

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

## DESCRIPTIONS (Continued from Page 1)

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(GL) Cancellation Notice per form: CG0224 1093 Earlier Notice of Cancellation Provided by Us.  
(Auto) Additional Insured per form: CCAB191 1013 Commercial Auto Plus Endorsement.  
(Auto) Waiver of Subrogation per form: CCAB191 1013 Commercial Auto Plus Endorsement.  
(Auto) Primary and Noncontributory per form: CCAB250 1013 Primary and Noncontributory - Other Insurance Condition.  
(Auto) Cancellation Notice per form: CCAB237 0910 Earlier Notice of Cancellation Provided By Us.  
(Auto) Pollution Liability per form: CA9948 1013 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Forms.  
(Auto) MCS - 90 Endorsement for Motor Carrier Policies of Insurance for Public Liability.  
(UM) Follow Form over General Liability, Automobile Liability and Employee Benefits.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Boswell Oil Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

150 Floyd Dr.

6 City, state, and ZIP code

Athens, GA 30607

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				—							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

5	8	—	1	5	9	3	4	0	7
---	---	---	---	---	---	---	---	---	---

## Part II Certification

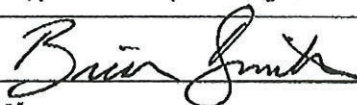
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ► 1/1/23

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



April 5, 2023

**INVITATION TO BID  
BL051-23**

The Gwinnett County Board of Commissioners (Principal Procurement Agency) is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Gasoline and Diesel Fuel on an Annual Contract with Four (4) One-Year Options to Renew.**

Bids should be typed or submitted in ink and returned in a sealed envelope or container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on Tuesday, May 9, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding bids should be directed to Chris Duncan, CPPB, Purchasing Associate III, at [christopher.duncan@gwinnettcounty.com](mailto:christopher.duncan@gwinnettcounty.com) no later than **3:00 P.M. April 18, 2023**. Bids are legal and binding upon the bidder when submitted.

Successful service provider will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County (PPA) does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to ADA Coordinator, Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier(s) submitting the lowest responsive and responsible bid. The North Georgia Fuel Cooperative reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety.

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in the North Georgia Fuel Cooperative.

Chris Duncan, CPPB  
Purchasing Associate III

The following pages should be returned in duplicate as your bid:

- Specification Sheets, Pages 3-6 ✓
- Bid Schedule, Pages 21-22 ✓
- Product Supplier Confirmation, Page 23
- References, Page 24
- Code of Ethics Affidavit, Page 25 ✓
- Contractor Affidavit, Page 26 ✓

## \*\*\*ATTENTION\*\*\*

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

→ not required

**GASOLINE AND DIESEL FUEL SPECIFICATIONS**

**SUPPLIER INFORMATION:** The product offered should conform to the basic requirements listed below. These requirements establish minimum performance levels and describe features deemed necessary to accomplish specific functions. Bidders are to indicate exactly what they are offering in the blank lines below. If the product meets a required item exactly as written, "COMPLY" may be used the space provided. If additional space is needed, please attach additional sheets. Any deviation that either exceeds or does not meet the minimum requirement should be noted as an exception and the exact offering described on the blank lines below the specification.

**REQUIREMENTS**

1. Low Sulfur Gasoline Ethanol. Minimum octane for regular grade is 87. State the minimum octane being bid. 87
2. Diesel fuel shall be ultra-low sulfur, #2 and shall meet ASTM specifications for #2 fuel.  
COMPLY
3. All products shall conform to State of Georgia specifications and comply with all federal, state, and local laws and regulations. COMPLY
4. Upon the completion of the contract period (which includes each subsequent renewal period), the supplier shall furnish NGFC participants an executed GUST 36 Product Supplier Confirmation for all products delivered during the contract period (sample page enclosed – **Page 21**) COMPLY
5. NGFC participants are responsible for the following taxes: Federal Excise LUST (Local Underground Storage Tank) Government Tax, Georgia Motor Fuel Tax, Georgia Prepaid State Tax, Georgia Environmental Assurance Fee (Georgia Underground Storage Tank), and Federal Environmental Recovery Fee unless otherwise specified.

**BID PRICE SHALL NOT INCLUDE TAXES**

REQUIREMENTS

6. Supplier(s) shall make deliveries as indicated by each participating NGFC agency.  
COMPLY

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7. Transport truck deliveries should be made to locations indicated by participating agencies. Delivery shall be made by transport truck(s) for Diesel Fuel with a maximum delivery of 7,500 gallons minimum 7,200 gallons; and Unleaded Gasoline Fuel with a maximum delivery of 8,600 gallons minimum 8,000 gallons. COMPLY

8. Tank wagon or split trailer load deliveries shall be made to the locations as indicated by the agencies. COMPLY

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9. All deliveries shall be made Monday through Friday, excluding holidays, within 24 hours after receipt of individual orders. Each NGFC agency may modify these conditions in the information section. COMPLY

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REQUIREMENTS

10. Bid price shall be bid based on a cost "plus" basis, specifying the lowest available price to be used, "plus" shall include all delivery costs and other fees. The discount or premium shall remain fixed during the term of the contract. The referenced price on the OPIS Rack is a variable base price that will be determined by each future edition of the OPIS Rack Report. The real price shall be recomputed upon issuance of each edition of the OPIS Rack Report. The recomputed price will become effective on orders made on or after issuance date of the edition. However, undelivered orders will not be affected. Weekly price shall be modified according to the rack average posting OPIS Rack Report. Daily OPIS Rack rate shall be calculated the same. Including the code references on the OPIS Rack Report, the applicable price shall include the lump sum of the cost of the product and delivery to the destinations listed in the information sections. The lump sum shall be subject to applicable taxes.(OPIS Rack Report is a Gasoline and Distillate Reseller Price Report prepared by Oil Price Information Service, 8701 Georgia Avenue, and Suite 800, Silver Springs, MD 20910.) COMPLY

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11. In the times of fuel shortages, this contract must take precedence over all non-governmental contracts where the shortage is not a danger to the general public. The gasoline and diesel fuel purchased by a NGFC agency will be used for emergency and public safety vehicles. COMPLY

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**REQUIREMENTS**

12. The risk of loss remains with the successful supplier in the following situations: (a) until the product is delivered pursuant to the requirements and conditions stated herein; and (b) where the tender or delivery of the products so fails to conform to the contract as to give a right of rejection until the nonconformity is cured or accepted. COMPLY

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13. The successful supplier(s) warrant that:

(a) quality of product(s) delivered will be equal to or greater than quality specified;

(b) The product(s) delivered to the NGFC shall conform to any affirmation of fact or promise by the successful supplier(s), or description of the product(s); and (c) the product(s) delivered to the NGFC shall be fit for the particular purpose for which the product(s) are required.

COMPLY

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14. **MATERIAL SAFETY DATA SHEETS:** MSDS should be included in duplicate with your bid.

**NOTE:** All invoices shall have the bill of lading (BOL) attached.

Failure To Return This Page As Part Of Your Bid Document May Result In Rejection Of Bid.

### BID SCHEDULE

**\*\*Total price will be based on (Weekly Discount/Mark-Up + price per gallon) x Estimated Annual Quantity not including taxes\*\***

ITEM #	EST. ANNUAL QTY.	UNIT	DESCRIPTION	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON (OPIS)*	TOTAL**
1	15,799,062	Gal.	Diesel Fuel, ultra-low sulfur, #2 Full Transport Load Quantity	-.0034	-.0034	\$1.22	19,221,138.82
2	3,629,094	Gal.	Diesel Fuel, ultra-low sulfur, #2 Tank Wagon Load Quantity	+.1000	+.1000	\$1.22	4,790,404.08
3	11,686,222	Gal.	Low Sulfur Gasoline Ethanol Full Transport Load Quantity	-.0079	-.0079	\$1.30	15,099,767.44
4	2,981,274	Gal.	Low Sulfur Gasoline Ethanol Tank Wagon Load Quantity	+.1000	+.1000	\$1.30	4,173,783.60
5	40,000	Gal.	Diesel Exhaust Fluid	5.00	5.00	\$1.79	271,600
<b>BID TOTAL</b>							<b>\$ 43,556,693.94</b>

\* For evaluation purpose only

State cost of split deliveries \$ 65 This is for different location sites and does not apply to multiple tanks at one site. Primary site cannot be charged in fee.)

State pump fee \$ 75 State short load fee \$ 150 (less than 7,200 gallons - Diesel; less than 8,000 gallons - Unleaded))

North Georgia Fuel Cooperative requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the NGFC to declare bid non-responsive. Contract to begin on August 31, 2017.

Unless otherwise noted, quoted prices will remain firm for four (4) additional years. NGFC reserves the right to negotiate pricing/discounts for the additional renewal periods based on increased volumes from increased participation.

If a percentage decrease will be part of this bid, please note this in the space provided. N/A

1<sup>st</sup> renewal period \_\_\_\_\_ 2<sup>nd</sup> renewal period \_\_\_\_\_

3<sup>rd</sup> renewal period \_\_\_\_\_ 4<sup>th</sup> renewal period \_\_\_\_\_

COMPANY NAME Sunoco, LP

*opened @ 3pm 6/15/23* 

**Failure To Return This Page As Part Of Your Bid Document May Result In Rejection Of Bid.****BID SCHEDULE (CONTINUED)**

If a percentage increase will be a part of this bid, please note this in the space provided.

1 <sup>st</sup> renewal period	<u>+ .2500</u>	2 <sup>nd</sup> renewal period	<u>+ .2500</u>
3 <sup>rd</sup> renewal period	<u>+ .2500</u>	4 <sup>th</sup> renewal period	<u>+ .2500</u>

**TERMINATION FOR CAUSE:**

The NGFC and any of its participants may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the NGFC and its participant's rights or remedies provided by law.

**TERMINATION FOR CONVENIENCE:**

The NGFC and its participants may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the NGFC and any of its participant's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**TERMINATION FOR FUND APPROPRIATION**

The NGFC and any of its participants may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier(s). In the event of the NGFC and its participant's termination of this Agreement for fund appropriation, the Supplier(s) will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation

6/12/2023

Signature

Date

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within 90 days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule.

Legal Business Name Sunoco, LP

Federal Tax ID 30-0740483

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Address 8020 Park Lane Dallas, TX 75231

Does your company currently have a location within Gwinnett County? Yes ☐ No ☒

Representative Signature

Printed Name Zachary Alvord

Telephone Number 260-324-7925

Fax Number

E-mail address Zachary.Alvord@sunco.com

## PRODUCT SUPPLIER CONFIRMATION

State of IndianaCounty of Allen

Personally came Joseph Knox, who being first sworn, on oath deposes and says as follows:

1) My name is Joseph Knox and that I am the Senior Specialist - Supply of Sunoco LP, Product Supplier (Supplier)  
(Title)

to the USTs located at 4271 Bowman Industrial Park, Conley, GA  
(Facility Name and Address)

2) That in my capacity of Senior Specialist - Supply of Supplier, I am familiar  
(Title)

with the books and records maintained in the regular course of Supplier's business, especially concerning the sale of petroleum and the collection of and payment by Supplier of Environmental Assurance Fees (EAFs) for participants in the Georgia Underground Storage Tank (GUST) Trust Fund to the State of Georgia.


3) That the records of Supplier show that EAFs were collected on all petroleum product delivered to  
4271 Bowman Industrial Park, Conley, GA  
(Facility Name and Address)

and that all EAFs so collected were properly and timely remitted to its distributor, Sunoco LP for payment to the GUST Trust Fund or directly to the GUST Trust Fund as provided by the Underground Storage Tank Act and The Rules for Underground Storage Tank Management.

4) That I am aware that the Environmental Protection Division will rely on the representations made and information provided herein in determining whether Sunoco LP is a participant in the GUST Trust Fund for the facility located at 4271 Bowman Industrial Park, Conley, GA, and I further warrant and represent that Supplier's records of EAF collection and payment are available for inspection and audit by the employees or authorized agents of the Georgia Environmental Protection Division or State of Georgia.

  
(Signature)

Sworn to and subscribe before me this  
13 Day of June, 2023

  
Notary Public  
My Commission Expires 1/31/2025  
(Seal)



Failure to return this page as part of your bid document may result in rejection of bid

### REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name Dayton RTA  
Brief Description of Project Bulk Supply of Fuel  
Completion Date Current Contract  
Contact Person Tamea Wiesman  
Telephone 937-425-8312 Facsimile \_\_\_\_\_  
E-Mail Address twiesman@greaterdaytonrta.org
2. Company Name PA Turnpike Commission  
Brief Description of Project Bulk Supply of Fuel  
Completion Date Current Contract  
Contact Person Karen Ruch  
Telephone 717-831-7283 Facsimile \_\_\_\_\_  
E-Mail Address kruch@paturndpike.com
3. Company Name SEPTA - Southern Pennsylvania Transportation Authority  
Brief Description of Project Bulk Supply of Fuel  
Completion Date Current Contract  
Contact Person John Vito  
Telephone 215-580-8354 Facsimile \_\_\_\_\_  
E-Mail Address Jvito@septa.org

COMPANY NAME Sunoco, LP



**BL051-23 Purchase of Gasoline and Diesel Fuel on an Annual Contract**

**Page 25**

## CODE OF ETHICS AFFIDAVIT

**PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.**

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. Sunoco, LP  
Company Submitting Bid/Proposal

2. Please select one of the following:  
☒ No information to disclose (complete only section 4 below)  
☐ Disclosed information below (complete section 3 & section 4 below)

3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: [Signature]  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Zachary Alvord

12th day of June, 2023

Printed Name of Authorized Officer or Agent

Director

Title of Authorized Officer or Agent of Contractor

[Signature]  
Notary Public



Note: See Gwinnett County Code of Ethics Ordinance EC0011300-54.33.  
The ordinance will be available to view in its' entirety at  
**GwinnettCounty.com**



BL051-23 Purchase of Gasoline and Diesel Fuel on an Annual Contract

Page 26

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
**(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs 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, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

1148775

E-Verify \* User Identification Number

1/1/2017

Date Registered

Sunoco, LP

Legal Company Name

8020 Park Lane Dallas, TX 75231

Company Address

BY: [Signature]  
Authorized Officer or Agent  
(Contractor Signature)

6/12/2023

Date

Director

Title of Authorized Officer or Agent of Contractor

Zachary Alvord

Printed Name of Authorized Officer or Agent

**For Gwinnett County Use Only:**

**Document ID #** \_\_\_\_\_

**Issue Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

12th DAY OF June, 2023

[Signature]  
Notary Public

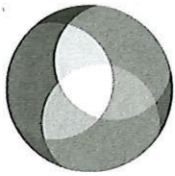
My Commission Expires:

1/31/25



JESSICA GONZALEZ  
Notary Public, State of Indiana  
Allen County  
Commission Number NP0696123  
My Commission Expires  
01/31/2025

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Gwinnett

GWINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES  
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935  
O: 770.822.8720 | F: 770.822.8735  
GwinnettCounty.com

260

May 3, 2023

**Addendum #1  
BL051-23**

**Purchase of Gasoline and Diesel Fuel on an Annual Contract**

**\*\*The opening date has been postponed indefinitely. The solicitation is NOT canceled. A new opening date will be released in a future addendum.\*\***

Thank you,

Casey Beauston  
Purchasing Associate II



GWINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES  
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935  
O: 770.822.8720 | F: 770.822.8735  
GwinnettCounty.com

June 9, 2023

**Addendum #2**  
**BL051-23**  
**Purchase of Gasoline and Diesel Fuel on an Annual Contract**

**\*\*The deadline to receive bids has been extended to 2:50pm on Thursday, June 15, 2023.\*\***

Please see the below summation of questions and answers for the above solicitation.

**Questions:**

- Q1: Please provide bill of ladings for all fuel grades on this solicitation.  
A1: **See attachment below.**
- Q2: Please provide a current invoice for all fuel grades on this solicitation.  
A2: **See attachment below.**
- Q3: Please provide tax exemptions/certificates.  
A3: **See attachment below.**
- Q4: Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)? Or are wet signatures required?  
A4: **If documents are signed electronically, a Certificate of Completion needs to be included.**
- Q5: Are there any reporting requirements? If yes, please describe them.  
A5: **Upon the completion of the contract period (which includes each subsequent renewal period), the supplier shall furnish NGFC participants an executed GUST 36 Product Supplier Confirmation for all products delivered during the contract period.**
- Q6: Can Gwinnett County provide each site's individual annual volume?  
A6: **Total volume was approximately 6.5 million gallons in 2022.**
- Q7: Are bonds required in any way?  
A7: **No.**
- Q8: On Page 10 of the bid package, the City of Marietta Schools Estimated Total Unleaded and Diesel Annual usage does not add up to the Total Annual Usage provided. Could you confirm which is correct?  
A8: **Gwinnett County does not have access to this information. Please reach out to City of Marietta Schools.**

Q9: On Page 12 of the bid package, Fulton County Information has the same Estimated Total Unleaded/Diesel Annual Usage and Total Fuel Usage as the Fulton County Fire Stations. Could you please confirm if this is correct?

A9: **Gwinnett County does not have access to this information. Please reach out to Fulton County Government.**

Q10: On Page 12 of the bid package, Fulton County Schools Estimated Total Unleaded and Diesel do not add up to the Total Annual Fuel Usage. Could you please confirm which is correct?

A10: **Gwinnett County does not have access to this information. Please reach out to Fulton County Public Schools.**

Q11: Will the cooperative accept a bid for only daily pricing? Weekly pricing in today's market is incredibly volatile and will not give each entity the best value when buying fuel.

A11: **Daily is preferred.**

Q12: Does Gwinnett County have an OPIS subscription to verify invoices? If not, does Gwinnett County intend to purchase an OPIS subscription if they do not have one to verify invoice accuracy?

A12: **Yes, Gwinnett County has an OPIS subscription.**

Q13: Has there ever been an audit of Gwinnett County's/NGFC member's fuel invoices?

A13: **Yes.**

Q14: Does Gwinnett County plan on auditing their fuel invoices in the near future?

A14: **Yes.**

Q15: Has any current provider ever been found in breach of contract?

A15: **No.**

Q16: Has Gwinnett County ever terminated a fuel contract for cause or convenience?

A16: **No.**

Q17: Are any NGFC members interested in a fixed price program, effectively locking in their fuel budgets?

A17: **No.**

Q18: Which vendor(s) is/are on the current fuel contract?

A18: **James River Solutions, Colonial Oil, and Petroleum Traders.**

Q19: Can Gwinnett County provide the bid tabulations from the current contract?

A19: **Please see below attachments.**

Q20: Do bidders have to bid on all products/line items to be responsive? Or can vendors just bid the full transport for diesel and gasoline?

A20: **All items.**

Q21: If the bid schedule is calculated using the weekly discount/markup + price per gallons x estimated annual quantity, what is the significance of the daily discount/markup field?

A21: **It is the difference between the OPIS rack average and invoiced price.**

Q22: In Section 10 of the requirements, it states that the bid shall be based on a cost "plus" basis. When referring to "cost" is this supposed to represent the OPIS posted price and is "plus" representing our markup/discount which includes all delivery costs and fees?

A22: **Correct.**

Q23: Section 10 of the requirements states that the real price shall be based on the OPIS rack report and pricing will be modified according to the average posting OPIS rack report. The OPIS weekly and OPIS daily are mentioned. What OPIS city is this based on? What report will be used to determine the base price, the Daily OPIS average for the day of delivery or the Weekly OPIS average?

**A23: Atlanta is the City for price reporting purposes.**

Q24: If the weekly OPIS average is used, what is the start and end date for each week's pricing and how is the weekly average determined? I am not aware of any weekly reports that OPIS publishes so is someone internally with Gwinnett County calculating the weekly average based on the previous weeks daily averages or are you using the fuel pricing published by the state of Georgia DOAS website? If the DOAS fuel pricing is used is there a specific terminal city we are to use for every delivery or do we just use the price that coincides with the city that we pulled the fuel from?

**A24: Daily is preferred.**

Q25: On Page 21, Bid Schedule, it states Contract to begin August 31, 2017. Can Gwinnett County confirm the contract will actually begin on June 1, 2023?

**A25: It is anticipated the initial term will start September 1<sup>st</sup> but is subject to Board of Commissioners approval.**

Q26: Will a metered bill of lading from the terminal be accepted in lieu of a metered delivery ticket for transport deliveries?

**A26: Providing both is preferred.**

Q27: The Cobb County School District and BOC states they wish to pressure test all tanks belonging to the School District during the month of July; will the awarded contractor be responsible for performing those tests?

**A27: Gwinnett County does not have access to this information. Please reach out to Cobb County Government and Cobb County School District.**

Q28: The Atlanta Public Schools system states they wish to pressure test all tanks belonging to APS during the month of July; will the awarded contractor be responsible for performing those tests?

**A28: Gwinnett County does not have access to this information. Please reach out to Atlanta Public Schools.**

Q29: DeKalb County BOE site "Industrial Mountain Fuel Depot" states that there are special truck access instructions. Please elaborate on this process.

**A29: Gwinnett County does not have access to this information. Please reach out to DeKalb County BOE.**

Q30: Does the Cobb County BOE automatically deduct 0.0100 from the price when Net 10 payment terms are used?

**A30: Gwinnett County does not have access to this information. Please reach out to Cobb County Government.**

Q31: Will there be a virtual bid opening option for this bid?

**A31: No.**

Q32: Given the two pricing options, when does the entity indicate if they want the daily price or the weekly price?

**A32: Daily is preferred.**

Q33: Are entities able to pick between daily or weekly pricing throughout the life of the contract?

**A33: Daily is preferred.**

- Q34: Does Gwinnett County want to be priced off the OPIS Gross End of Day (6:00pm Posting) Average?  
A34: **OPIS Daily Rack Average.**
- Q35: Does Gwinnett County want to be priced off the OPIS Gross Contract (10:00am Posting) Average?  
A35: **OPIS Daily Rack Average.**
- Q36: Will the County be accepting hand-delivered bids?  
A36: **Yes. Bids may be hand-delivered or mailed. No electronic bids will be accepted.**
- Q37: Since the Co-op covers a vast geographic area, will Gwinnett County consider breaking up pricing by county? Having an average cost of freight will inflate the price of the metro Atlanta locations.  
A37: **No.**
- Q38: Please provide the tank sizes and usage for each of the entities requesting Diesel Exhaust Fluid.  
A38: **400-gallon tanks that are filled.**
- Q39: Diesel Exhaust Fluid does not have an OPIS posting. Industry standard is a cost-plus structure or a monthly price. Please indicate how Gwinnett County would like this product to be bid.  
A39: **Bid a discount/markup to.**
- Q40: Can counties pick whether they want to utilize the primary, secondary, or tertiary supplier?  
A40: **Yes.**
- Q41: How many gallons of diesel were purchased by the NGFC in 2022?  
A41: **Gwinnett County does not currently have access to this information.**
- Q42: How many gallons of gasoline were purchased by the NGFC in 2022?  
A42: **Gwinnett County does not currently have access to this information.**
- Q43: Is the NGFC allowing other entities to join this contract throughout its life?  
A43: **Yes, if all parties agree.**
- Q44: If the NGFC is allowing other entities to join during the contract, can the awarded vendor adjust pricing if outside of the delivery range of service for the existing locations?  
A44: **Please see A43.**
- Q45: Please provide a current gas invoice, a current diesel invoice, and a current Diesel Exhaust Fluid invoice.  
A45: **Please see attached.**
- Q46: Please provide a current gas Bill of Lading, and current diesel Bill of Lading.  
A46: **Please see attached.**
- Q47: On the bid schedule, where it asks for the state short load fee, does this pertain to transport loads that would be less than the minimum notated?  
A47: **Yes.**
- Q48: Please provide a list of the entities that purchased off this contract in 2022.  
A48: **The North Georgia Fuel Cooperative includes but is not limited to: DeKalb County and BOE, Cobb County and BOE, Gwinnett County and BOE, Jackson County, Fulton County, Forsyth County, Dawson County, Rockdale County, City of Atlanta, City of Gainesville, City of Marietta, City of Covington, and City of Smyrna.**
- Q49: Can this scope of work be bid on as a team?

A49: No.

Q50: Is the agency open to multiple awards for this purchasing contract?

A50: **Yes. Award will be made to the supplier(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to award in its best interest.**

Q51: When supplying a bid for the locations within the County, can the firm send in a bid for a portion of the scope, or will it need to be the entire county? For example: on page 9, City of Gainesville has Alta Vista and Bradford Street. Can the firm submit for Alta Vista and exclude Bradford, or will the bid need to be for both locations?

A51: **Speaking for Gwinnett County, all locations.**

Q52: Is OPIS the only pricing system that can be used or will the department except any alternative?

A52: **OPIS only for gas and diesel.**

Q53: On Page 21, the solicitation mentions "Total price will be based on (Weekly Discount/Mark-Up + price per gallon) x Estimated Annual Quantity not including taxes." Can the County please clarify what this means? Does this pertain to carrier or product pricing?

A53: **OPIS rack average price.**

Q54: Does product need to be priced for the week when invoiced?

A54: **Product needs to be priced for the week delivered.**

Q55: Does the County prefer the bid to have freight submitted with product pricing, or should freight be a separate line item?

A55: **Total price per gallon.**

Q56: Can you provide a copy/example of an invoice (specifically for Jackson County)?

A56: **Gwinnett County does not have access to this information. Please reach out to Jackson County Government.**

Q57: Does it matter from which terminal product is lifted?

A57: **Whichever has the best pricing.**

Q58: For bidding on DEF Fluid, I was unaware there is OPIS pricing on DEF Fluids. Does Gwinnett County want bidders to put CPG in that box? Or how would you like us to calculate the pricing for that item?

A58: **There is not an OPIS index for DEF; just bid a percent above/below retail price.**

Q59: When will this bid be awarded?

A59: **BL051-23 will be awarded upon Board of Commissioners approval, with a start date of September 1, 2023.**

Q60: When will bid tabulations be available after bid opening?

A60: **Upon contract award, bid tabulations will be posted on Gwinnett County's website, unofficial responses will be posted the day after the bid opening.**

Q61: Is there a conference call, zoom meeting or phone call opportunity to listen to bid openings?

A61: **No.**

Q62: Do certain locations require tank wagons or transport trucks?

A62: **All of Gwinnett County requires transport trucks.**

Q63: What date was used for pricing on the previous years' bid tabulations?

A63: **The bid tab is for illustrative purposes to show discount to OPEC price.**

Q64: Can BOL and invoice examples be provided from Colonial Oil, James River, and Petroleum Traders?

**A64: See attachments.**

Q65: Are any additives required?

**A65: No.**

Q66: Are bidders required to bid on all line items?

**A66: It is anticipated to award to a primary, secondary, and tertiary vendor for all items.**

Q67: Can Gwinnett County provide a recent invoice and delivery ticket?

**A67: See attachments.**

Q68: Of the list of cooperative agencies identified, how many of those are active on the existing contract? Is the volume listed on the bid for each agency reflective of what was actually purchased on this contract that exists now?

**A68: All are active; volumes reflect gallons purchased during the most recent year of the contract.**

Q69: The bid schedule identifies both transport and tank wagon pricing. Can a bidder only offer on either transport or tank wagon and not both, and still be considered for award?

**A69: Bidder must at least provide full transport price.**

Q70: Is the option to renew this contract for the one-year renewals mutual or unilateral?

**A70: Mutual.**

Q71: Are there any MWBE requirements for this solicitation?

**A71: Currently, there is no preference policy or program for this contract.**

Q72: Are there any agencies or members that pay via P card or other credit card payments?

**A72: Unknown, but unlikely.**

Q73: Will there be multiple awards, or will one company receive the award?

**A73: Gwinnett County reserves the right to award in its best interest, whether to multiple suppliers or a single supplier.**

Q74: Is there any portion set aside for small businesses or MBE minority-owned suppliers?

**A74: Currently, there is no preference policy or program for this contract.**

Q75: What are the Purchasing office hours for accepting delivery of bid packages?

**A75: The business hours are Monday through Friday 8:00am – 5:00pm.**

**Attachments:**

- Gwinnett County Government Tax Exempt Form
- Petroleum Traders Invoice/Bill of Lading package
- JRS Invoice/Bill Of Lading package
- Delivery Ticket example (from Augustina 4.12.23 3:55pm)
- Current contract bid tabulations

This addendum should be signed in the space provided below and returned with your bid. Failure to do so may result in your bid deemed non-responsive.

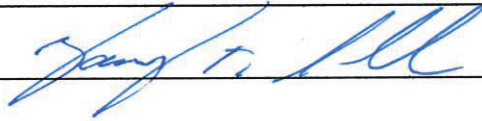
Thank you,



Casey Beauston  
Purchasing Associate II

**Company Name** Sunoco LP

**Authorized Representative** \_\_\_\_\_





## Safety Data Sheet

### 1. CHEMICAL PRODUCT AND COMPANY INFORMATION

**Product Name:** ULSD #2 15 Motor Vehicle

**Distributor Information:**  
 Sunoco LP  
 3801 West Chester Pike  
 Newtown Square, Pennsylvania 19073  
 sunocomsds@sunocoinc.com

**Product Use:**  
 Ultra Low Sulfur Diesel Fuel 2

**Emergency Phone Numbers:**

Chemtrec	(800) 424-9300	24 Hours
Sunoco LP	(800) 964-8861	24 Hours

**Information:**

Product Safety Information	(888) 567-3066
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### 2. HAZARDS IDENTIFICATION

**GHS Hazard**

Flammable liquids – Category 3 H226  
 Skin corrosion/irritation – Category 2 H315  
 Aspiration hazard – Category 1 H304  
 Acute toxicity, Inhalation – Category 4 H332  
 Specific organ toxicity (repeated exposure) – Category 2 H373  
 Carcinogenicity – Category 2 H351  
 Hazardous to the aquatic environment, chronic toxicity – Category 1 H410

**Label Elements – Signal Word: Danger**



**Hazard Statements**

Flammable liquid and vapor. Causes skin irritation. May be fatal if swallowed and enters airways. Harmful if inhaled. May cause damage to organs through prolonged or repeated exposure. Suspected of causing cancer. Very toxic to aquatic life with long lasting effects.

**Precautionary Statements**

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from/heat/sparks/open flames-hot surfaces. No smoking. Ground/bond container and receiving equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Do not breathe mist/vapors/spray. Wash skin thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release into the environment. Wear protective gloves/protective clothing and eye/face protection. IF SWALLOWED: immediately call a POISON CENTER or doctor/physician. Do not induce vomiting. IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell. Take off contaminated clothing and wash before reuse. In case of fire: Use CO2, dry chemical or foam for extinction. Store in a well-ventilated place. Keep cool. Dispose of contents/container to an approved waste disposal facility.

#### Hazards Ratings:

Key: 0 = least, 1 = slight, 2 = moderate, 3 = high, 4 = extreme

	<u>Health</u>	<u>Fire</u>	<u>Reactivity</u>	<u>PPI</u>
NFPA	1	2	0	
HMIS	2	2	0	X

#### • EMERGENCY OVERVIEW

Vapors may cause flash fire or explosion. Static accumulator. May form an ignitable vapor/air mixture.

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No.	Amount (Vol%)
#2 DIESEL HIGHWAY	68476-34-6	100 - 100
NAPHTHALENE	91-20-3	0 - 2
M-XYLENE	108-38-3	0 - 0.2
O-XYLENE	95-47-6	0 - 0.12
TOLUENE	108-88-3	0 - 0.098
P-XYLENE	106-42-3	0 - 0.064
ETHYLBENZENE	100-41-4	0 - 0.063
CUMENE	98-82-8	0 - 0.015
HEXANE	110-54-3	0 - 0.014
BENZENE	71-43-2	0 - 0.009

### 4. FIRST AID MEASURES

#### • INHALATION

Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen and continue to monitor. Get immediate medical attention.

#### • SKIN

Wash with soap and water for 20 minutes. Get medical attention if irritation develops or persists. Wash clothing before reuse. Destroy contaminated shoes and other leather products. Injection injuries may not appear serious at first but within a few hours, without proper treatment, the area will become swollen, discolored and extremely painful. NOTE TO PHYSICIAN: Following injection, prompt debridement of the wound is necessary to minimize necrosis and tissue loss.

#### • EYES

Flush eye with water for 20 minutes. Get medical attention.

#### • INGESTION

Do not induce vomiting! Do not give liquids! Get medical attention immediately.

### 5. FIRE FIGHTING MEASURES

#### • EXTINGUISHING MEDIA

The following media may be used to extinguish a fire involving this material: Regular foam; Dry chemical; Carbon dioxide; Water may be ineffective. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces.

- **FIRE FIGHTING INSTRUCTIONS**

Use water spray. Use water spray to cool fire exposed tanks and containers. Wear structural fire-fighting gear. The use of fresh air equipment such as Self Contained Breathing Apparatus (SCBA) or Supplied Air Respirators should be worn for fire-fighting if exposure or potential exposure to products of combustion is expected.

**FLAMMABLE PROPERTIES**

Flammable. This material can be ignited by heat, sparks or open flames or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment, electronic devices such as cell phones, computers, calculators). Vapors may travel considerable distances to a source of ignition where they can ignite, flash back or explode. May create vapor/air explosions hazard indoors, confined spaces, outdoors or in sewers. This product will float and can be reignited on surface water. Vapors are heavier than air and can accumulate in low areas. If container is not properly cooled, it can rupture in the heat of fire.

**HAZARDOUS COMBUSTION PRODUCTS:** Combustion may yield smoke, carbon monoxide, and other products of incomplete combustion. Oxides of nitrogen and sulfur may also be formed.

## **6. ACCIDENTAL RELEASE MEASURES**

Prevent ignition, stop leak and ventilate the area. Contain spilled liquid with sand or earth. DO NOT use combustible materials such as sawdust. Use appropriate personal protective equipment as stated in Section 8 of this MSDS. Advise the Environmental Protection Agency (EPA) and appropriate state agencies, if required. Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Vacuum or sweep up material and place in a disposal container.

## **7. HANDLING AND STORAGE**

- **HANDLING**

Use only in a well-ventilated area. **STATIC ACCUMULATOR.** This liquid may form an ignitable vapor-air mixture in closed tanks or containers. This liquid may accumulate static electricity even when transferred into properly grounded containers. Bonding and grounding may be insufficient to remove static electricity. Static electricity accumulation may be significantly increased by the presence of small quantities of water. Always bond receiving container to the fill pipe before and during loading, following NFPA-77 and/or API RP 2003 requirements. Automatic gauging devices and other floats in vessels or tanks which contain static accumulating liquids should be electrically bonded to the shell. Bonding and grounding alone may be inadequate to eliminate fire and explosion hazards associated with electrostatic charges. In addition to bonding and grounding, efforts to mitigate the hazards of an electrostatic discharge may include, but are not limited to, ventilation, inerting and/or reduction of transfer velocities. Always keep the nozzle in contact with the container throughout the loading process. Do not fill any portable containers in or on a vehicle. Special precautions, such as reduced loading rates and increased monitoring, must be observed during "switch loading" operations (i.e. loading this material in tanks or shipping compartments that previously contained middle distillates or similar products). Non-equilibrium conditions may increase the risks associated with static electricity such as tank and container filling, tank cleaning, sampling, gauging, loading, filtering, mixing, agitation, etc. Dissipation of electrostatic charges may be improved with the use of conductivity additives when used with other mitigating efforts, including bonding and grounding. Avoid breathing (dust, vapor, mist, gas). Avoid prolonged or repeated contact with skin. Avoid contact with eyes. Wash thoroughly after handling. "Empty" containers retain product residue (liquid and/or vapor) and can be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Empty drums should be completely drained, properly bunged, and promptly returned to a drum reconditioned, or properly disposed of. For use as a motor fuel only. Do not use as a solvent due to its flammable and potentially toxic properties.

- **STORAGE**

Keep away from heat, sparks, and flame. Keep container closed when not in use. Store in a cool place in original container and protect from sunlight. Outside or detached storage is preferred. NFPA class II storage. Flash point is greater than 100 degrees F and less than 140 degrees F. Consult NFPA and / or OSHA codes for additional information.

## **8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

Consult With a Health and Safety Professional for Specific Selections

- **ENGINEERING CONTROLS**

Use with adequate ventilation. Ventilation is normally required when handling or using this product to keep exposure to airborne contaminants below the exposure limit. Good general ventilation should be sufficient to control airborne levels.

- **PERSONAL PROTECTION**

- **EYE PROTECTION**

Use chemical splash goggles and face shield (ANSI Z87.1 or approved equivalent).

- **GLOVES or HAND PROTECTION**

The glove(s) listed below may provide protection against permeation. Gloves of other chemically resistant materials may not provide adequate protection. Protective gloves are recommended to protect against contact with product. Polyethylene; Nitrile; Viton; Polyvinyl chloride (PVC); Neoprene; Polyvinyl alcohol;

- **RESPIRATORY PROTECTION**

Concentration in air determines the level of respiratory protection needed. Use only NIOSH certified respiratory equipment. Half-mask air purifying respirator with organic vapor cartridges is acceptable for exposures to ten (10) times the exposure limit. Full-face air purifying respirator with organic vapor cartridges is acceptable for exposures to fifty (50) times the exposure limit. Exposure should not exceed the cartridge limit of 1000 ppm. Protection by air purifying respirators is limited. Use a positive pressure-demand full-face supplied air respirator or SCBA for exposures greater than fifty (50) times the exposure limit. If exposure is above the IDLH (Immediately Dangerous to Life and Health) or there is the possibility of an uncontrolled release, or exposure levels are unknown, then use a positive pressure-demand full-face supplied air respirator with escape bottle or SCBA. Wear a NIOSH-approved (or equivalent) full-facepiece airline respirator in the positive, pressure mode with emergency escape provisions.

- **OTHER**

Where splashing is possible, full chemically resistant protective clothing and boots are required. The following materials are acceptable for use as protective clothing: Polyethylene; Nitrile; Viton; Polyvinyl chloride (PVC); Polyvinyl alcohol (PVA); Neoprene; Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower. Remove contaminated clothing and wash before reuse. For non-fire emergencies, positive pressure SCBA and structural firefighter's protective clothing will provide only limited protection.

#### EXPOSURE GUIDELINES

	CAS No.	Governing Body	Exposure Limits		
#2 DIESEL HIGHWAY	68476-34-6	ACGIH	TWA	100	mg/m3
BENZENE	71-43-2	ACGIH	STEL	2.5	ppm
BENZENE	71-43-2	OSHA	STEL	5	ppm
BENZENE	71-43-2	ACGIH	TWA	0.5	ppm
BENZENE	71-43-2	OSHA	TWA	1	ppm
CUMENE	98-82-8	ACGIH	TWA	50	ppm
CUMENE	98-82-8	OSHA	TWA	50	ppm
HEXANE	110-54-3	ACGIH	TWA	50	ppm
HEXANE	110-54-3	OSHA	TWA	500	ppm
M-XYLENE	108-38-3	ACGIH	STEL	150	ppm
M-XYLENE	108-38-3	ACGIH	TWA	100	ppm
M-XYLENE	108-38-3	OSHA	TWA	100	ppm
NAPHTHALENE	91-20-3	ACGIH	STEL	15	ppm
NAPHTHALENE	91-20-3	ACGIH	TWA	10	ppm
NAPHTHALENE	91-20-3	OSHA	TWA	10	ppm
O-XYLENE	95-47-6	ACGIH	STEL	150	ppm
O-XYLENE	95-47-6	ACGIH	TWA	100	ppm
O-XYLENE	95-47-6	OSHA	TWA	100	ppm
P-XYLENE	106-42-3	ACGIH	STEL	150	ppm
P-XYLENE	106-42-3	ACGIH	TWA	100	ppm
P-XYLENE	106-42-3	OSHA	TWA	100	ppm
TOLUENE	108-88-3	NIOSH	STEL	150	ppm
TOLUENE	108-88-3	ACGIH	TWA	20	ppm
TOLUENE	108-88-3	OSHA	TWA	200	ppm
ETHYLBENZENE	100-41-4	ACGIH	TWA	20	ppm
ETHYLBENZENE	100-41-4	OSHA	TWA	100	ppm

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical Property	Typical	Units	Text Result	Reference
Appearance		N/A	Reddish liquid	
Auto Ignition Temperature	494	F		
Boiling Point		F	390 TO 600	
Flash Point	125	F	Min PMCC	
Melting Point		F	no data	
Molecular Weight		g/mole	no data	
Octanol/Water Coefficient		N/A	no data	
Upper Exp. Limit	10	%		
Low Explosion Limit	0.3	%	no data	
Specific Gravity	0.87	N/A		
Solubility In Water		wt %	NIL	
Odor		N/A	Diesel Fuel	
Odor Threshold		ppm	no data	
Vapor Pressure	0.5	mmHg		@ 20 C
Viscosity (F)		SUS	no data	
Viscosity (C)	1.9	CsT		@ 40 C
% Volatile	100	wt %		

## 10. STABILITY AND REACTIVITY

- STABILITY**

Stable

- CONDITIONS TO AVOID**

Avoid heat, sparks and open flame.

- INCOMPATIBILITY**

Strong oxidizers

- HAZARDOUS DECOMPOSITION PRODUCTS**

Combustion may produce carbon monoxide, carbon dioxide and other asphyxiants.

- HAZARDOUS POLYMERIZATION**

Will not polymerize.

## 11. TOXICOLOGY INFORMATION

### Single Exposure Health Effects

**Oral:**

LD50 (g/kg): >5 g/kg

**Dermal:**

LD50 (mg/kg): >4.1 g/kg

**Inhalation:**

LC50 (mg/l): 4.65 mg/l mist

LC50 (mg/m3): no data

LC50 (ppm): no data

## • POTENTIAL HEALTH EFFECTS

### ▪ INHALATION

High concentrations may lead to central nervous system effects (drowsiness, dizziness, nausea, headaches, paralysis and loss of consciousness and even death).

### ▪ SKIN

Practically non-toxic if absorbed through the skin. Prolonged or repeated skin contact may cause irritation. Contains a material that has caused skin tumors in laboratory animals.

### ▪ EYES

Mildly irritating to the eyes.

### ▪ INGESTION

Harmful or fatal if swallowed. Pulmonary aspiration hazard. While ingesting or vomiting, may enter lungs and produce damage.

### ▪ PRE-EXISTING MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

The following diseases or disorders may be aggravated by exposure to this product: skin, kidney,

**Skin Sensitization:** Not expected to be a skin sensitizer.

**Respiratory Sensitizer:** Not expected to be a respiratory sensitizer.

**Specific Target Organ Toxicity (Single Exposure):** Not expected to cause organ effects from single exposure.

**Specific Target Organ Toxicity (Repeated Exposure):** May cause damage to organs through prolonged and repeated exposure. Repeated dermal application of petroleum gas oils for 90 days resulted in decreased liver, thymus, and spleen weights, and altered bone marrow function. Microscopic alterations included liver hypertrophy and necrosis, decreased hematopoiesis and lymphocyte depletion.

**Carcinogenicity:** Dermal exposure to middle distillates have caused skin cancer in laboratory animals when repeatedly applied and left in place between applications. Ethylbenzene, a component of this product, has been designated by the International Agency for Research on Cancer as "possibly carcinogenic to humans", based on increased tumor incidence in laboratory animals. Also, exposure to naphthalene has produced "respiratory tract" tumors in laboratory animals.

### Component Toxicity Information

Overexposure to naphthalene, a minor component of this product, may cause skin, eye and respiratory tract irritation, anemia, loss of vision, nervous system effects and kidney and thymus damage laboratory animals. Cumene may be harmful or fatal if swallowed. Pulmonary aspiration hazard. After ingestion, may enter lungs and cause damage. May cause respiratory irritation, fluid in the lungs and lung damage. May be irritating to the skin and eyes. May cause nervous system effects, including drowsiness, dizziness, coma and even death. Overexposure has caused kidney, nose, and liver damage in laboratory animals. Following inhalation exposure, an increased tumor incidence has been observed in experimental animals. The significance of this finding to human health is presently unknown. , Overexposure to Ethylbenzene may lead to nervous system effects, including drowsiness, dizziness, nausea, headaches, paralysis, loss of consciousness and even death. Repeated overexposure has caused a hearing loss in laboratory animals.

## 12. ECOLOGICAL INFORMATION

**Toxicity:** Experimental studies of gas oils show that acute aquatic toxicity values are typically in the range of 2-20 mg/l. These values are consistent with the predicted aquatic toxicity of these substances based on their hydrocarbon compositions. They should be regarded as toxic to aquatic organisms, with the potential to cause long term adverse effects in the aquatic environment.

**Persistence and Degradability:** Gas oils are complex combinations of individual hydrocarbon species. Based on the known or expected properties of individual constituents, category members are not predicted to be readily biodegradable. Some hydrocarbon constituents of gas oils are predicted to meet the criteria for persistence; on the other hand, some component can be easily degraded by microorganisms under aerobic conditions.

**Bioaccumulative Potential:** Gas oil components have measured or calculated Log Kow values in the range of 3.9 to 6 which indicates a high potential to bioaccumulate. Lower molecular weight compounds are readily metabolized and the actual bioaccumulation potential of higher molecular weights compounds is limited by the low water solubility and large molecular size.

**Mobility in Soil:** Releases to water will result in a hydrocarbon film floating and spreading on the surface. For the lighter components, volatilization is an important loss process and reduces the hazards to aquatic organisms. In air, the hydrocarbon vapors react readily with hydroxyl radicals with half-lives of less than one day. Photooxidation on the water surface is also a significant loss process particularly for polycyclic aromatic compounds. In water, the majority of components will be absorbed in sediment. Adsorption is the most predominant physical process on release to soil. Adsorbed hydrocarbons will slowly degrade in both water and soil.

### 13. DISPOSAL CONSIDERATIONS

Follow federal, state and local regulations. This material is a RCRA hazardous waste. Do not flush material to drain or storm sewer. Contract to authorized disposal service.

### 14. TRANSPORT INFORMATION

<u>Governing Body</u>	<u>Mode</u>	<u>Proper Shipping Name</u>
DOT	Ground	Fuel Oil
IATA	Air	Gas Oil

<u>Governing Body</u>	<u>Mode</u>	<u>Hazard Class</u>	<u>UN/NA No.</u>	<u>Label</u>
DOT	Ground	Combustible Liquid	NA1993	
IATA	Air	Flammable Liquid	1202	

### 15. REGULATORY INFORMATION

This product contains the following EPCRA section 313 chemicals subject to the reporting requirements of the Emergency Planning and Community Right-To-Know Act of 1986 (40 CFR 372): Maximum Wt% Naphthalene- CAS Number 91-20-3, 2.6%; %; Ethyl benzene- CAS Number 100-41-4, 0.1%. This information must be included in all MSDSs that are copied and distributed for this material.

<u>Regulatory List</u>	<u>Component</u>	<u>CAS No.</u>
ACGIH - Occupational Exposure Limits - Carcinogens	#2 DIESEL HIGHWAY	68476-34-6
ACGIH - Occupational Exposure Limits - TWAs	#2 DIESEL HIGHWAY	68476-34-6
ACGIH - Skin Absorption Designation	#2 DIESEL HIGHWAY	68476-34-6
Inventory - Australia (AICS)	#2 DIESEL HIGHWAY	68476-34-6
Inventory - Canada - Domestic Substances List	#2 DIESEL HIGHWAY	68476-34-6
Inventory - China	#2 DIESEL HIGHWAY	68476-34-6
Inventory - European EINECS Inventory	#2 DIESEL HIGHWAY	68476-34-6
Inventory - Korea - Existing and Evaluated	#2 DIESEL HIGHWAY	68476-34-6
Inventory - Philippines Inventory (PICCS)	#2 DIESEL HIGHWAY	68476-34-6
Inventory - TSCA - Sect. 8(b) Inventory	#2 DIESEL HIGHWAY	68476-34-6
ACGIH - Occupational Exposure Limits - Carcinogens	BENZENE	71-43-2
ACGIH - Occupational Exposure Limits - Carcinogens	ETHYLBENZENE	100-41-4
ACGIH - Occupational Exposure Limits - Carcinogens	M-XYLENE	108-38-3
ACGIH - Occupational Exposure Limits - Carcinogens	NAPHTHALENE	91-20-3
ACGIH - Occupational Exposure Limits - Carcinogens	#2 DIESEL HIGHWAY	68476-34-6
ACGIH - Occupational Exposure Limits - Carcinogens	O-XYLENE	95-47-6
ACGIH - Occupational Exposure Limits - Carcinogens	P-XYLENE	106-42-3
ACGIH - Occupational Exposure Limits - Carcinogens	TOLUENE	108-88-3
ACGIH - Occupational Exposure Limits - TWAs	BENZENE	71-43-2
ACGIH - Occupational Exposure Limits - TWAs	CUMENE	98-82-8
ACGIH - Occupational Exposure Limits - TWAs	ETHYLBENZENE	100-41-4
ACGIH - Occupational Exposure Limits - TWAs	HEXANE	110-54-3
ACGIH - Occupational Exposure Limits - TWAs	M-XYLENE	108-38-3
ACGIH - Occupational Exposure Limits - TWAs	NAPHTHALENE	91-20-3

ACGIH - Occupational Exposure Limits - TWAs  
 ACGIH - Occupational Exposure Limits - TWAs  
 ACGIH - Occupational Exposure Limits - TWAs  
 ACGIH - Occupational Exposure Limits - TWAs  
 ACGIH - Short Term Exposure Limits  
 ACGIH - Short Term Exposure Limits  
 ACGIH - Short Term Exposure Limits  
 ACGIH - Short Term Exposure Limits  
 ACGIH - Short Term Exposure Limits  
 ACGIH - Short Term Exposure Limits  
 ACGIH - Skin Absorption Designation  
 ACGIH - Skin Absorption Designation  
 ACGIH - Skin Absorption Designation  
 ACGIH - Skin Absorption Designation  
 CAA (Clean Air Act) - HON Rule - Organic HAPs  
 CAA (Clean Air Act) - HON Rule - Organic HAPs  
 CAA (Clean Air Act) - HON Rule - Organic HAPs  
 CAA (Clean Air Act) - HON Rule - Organic HAPs  
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 CAA (Clean Air Act) - HON Rule - Organic HAPs  
 CAA (Clean Air Act) - HON Rule - SOCMI Chemicals  
 CAA (Clean Air Act) - HON Rule - SOCMI Chemicals  
 CAA (Clean Air Act) - HON Rule - SOCMI Chemicals  
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 CAA (Clean Air Act) - HON Rule - SOCMI Chemicals  
 CAA (Clean Air Act) - HON Rule - SOCMI Chemicals  
 CAA - 1990 Hazardous Air Pollutants  
 CAA - 1990 Hazardous Air Pollutants  
 CAA - 1990 Hazardous Air Pollutants  
 CAA - 1990 Hazardous Air Pollutants  
 CAA - 1990 Hazardous Air Pollutants  
 CAA - 1990 Hazardous Air Pollutants  
 CAA - 1990 Hazardous Air Pollutants  
 CAA - 1990 Hazardous Air Pollutants  
 CAA - 1990 Hazardous Air Pollutants  
 California - Prop. 65 - Developmental Toxicity  
 California - Prop. 65 - Developmental Toxicity  
 California - Prop. 65 - Reproductive - Female  
 California - Prop. 65 - Reproductive - Male  
 California - Proposition 65 - Carcinogens List  
 California - Proposition 65 - Carcinogens List  
 California - Proposition 65 - Carcinogens List  
 Canada - WHMIS - Ingredient Disclosure  
 Canada - WHMIS - Ingredient Disclosure  
 Canada - WHMIS - Ingredient Disclosure  
 Canada - WHMIS - Ingredient Disclosure  
 Canada - WHMIS - Ingredient Disclosure  
 CERCLA/SARA - Haz Substances and their RQs  
 CERCLA/SARA - Haz Substances and their RQs  
 CERCLA/SARA - Haz Substances and their RQs  
 CERCLA/SARA - Haz Substances and their RQs  
 CERCLA/SARA - Haz Substances and their RQs  
 CERCLA/SARA - Haz Substances and their RQs  
 CERCLA/SARA - Haz Substances and their RQs  
 CERCLA/SARA - Haz Substances and their RQs  
 CERCLA/SARA - Haz Substances and their RQs

#2 DIESEL HIGHWAY	68476-34-6
O-XYLENE	95-47-6
P-XYLENE	106-42-3
TOLUENE	108-88-3
BENZENE	71-43-2
ETHYLBENZENE	100-41-4
M-XYLENE	108-38-3
NAPHTHALENE	91-20-3
O-XYLENE	95-47-6
P-XYLENE	106-42-3
BENZENE	71-43-2
HEXANE	110-54-3
NAPHTHALENE	91-20-3
#2 DIESEL HIGHWAY	68476-34-6
BENZENE	71-43-2
CUMENE	98-82-8
ETHYLBENZENE	100-41-4
HEXANE	110-54-3
M-XYLENE	108-38-3
NAPHTHALENE	91-20-3
O-XYLENE	95-47-6
P-XYLENE	106-42-3
TOLUENE	108-88-3
BENZENE	71-43-2
CUMENE	98-82-8
ETHYLBENZENE	100-41-4
HEXANE	110-54-3
M-XYLENE	108-38-3
NAPHTHALENE	91-20-3
O-XYLENE	95-47-6
P-XYLENE	106-42-3
TOLUENE	108-88-3
BENZENE	71-43-2
CUMENE	98-82-8
ETHYLBENZENE	100-41-4
HEXANE	110-54-3
M-XYLENE	108-38-3
NAPHTHALENE	91-20-3
O-XYLENE	95-47-6
P-XYLENE	106-42-3
TOLUENE	108-88-3
BENZENE	71-43-2
TOLUENE	108-88-3
TOLUENE	108-88-3
BENZENE	71-43-2
BENZENE	71-43-2
ETHYLBENZENE	100-41-4
NAPHTHALENE	91-20-3
ETHYLBENZENE	100-41-4
HEXANE	110-54-3
M-XYLENE	108-38-3
O-XYLENE	95-47-6
P-XYLENE	106-42-3
TOLUENE	108-88-3
BENZENE	71-43-2
CUMENE	98-82-8
ETHYLBENZENE	100-41-4
HEXANE	110-54-3
M-XYLENE	108-38-3
NAPHTHALENE	91-20-3
O-XYLENE	95-47-6
P-XYLENE	106-42-3





New Jersey - Env Hazardous Substances List	CUMENE	98-82-8
New Jersey - Env Hazardous Substances List	ETHYLBENZENE	100-41-4
New Jersey - Env Hazardous Substances List	HEXANE	110-54-3
New Jersey - Env Hazardous Substances List	M-XYLENE	108-38-3
New Jersey - Env Hazardous Substances List	NAPHTHALENE	91-20-3
New Jersey - Env Hazardous Substances List	O-XYLENE	95-47-6
New Jersey - Env Hazardous Substances List	P-XYLENE	106-42-3
New Jersey - Env Hazardous Substances List	TOLUENE	108-88-3
New Jersey - Special Hazardous Substances	BENZENE	71-43-2
New Jersey - Special Hazardous Substances	CUMENE	98-82-8
New Jersey - Special Hazardous Substances	ETHYLBENZENE	100-41-4
New Jersey - Special Hazardous Substances	HEXANE	110-54-3
New Jersey - Special Hazardous Substances	M-XYLENE	108-38-3
New Jersey - Special Hazardous Substances	NAPHTHALENE	91-20-3
New Jersey - Special Hazardous Substances	O-XYLENE	95-47-6
New Jersey - Special Hazardous Substances	P-XYLENE	106-42-3
New Jersey - Special Hazardous Substances	TOLUENE	108-88-3
NTP - Report on Carcinogens - Known Carcinogens	BENZENE	71-43-2
NTP - Report on Carcinogens - Suspect Carcinogens	NAPHTHALENE	91-20-3
OSHA - Final PELs - Ceiling Limits	BENZENE	71-43-2
OSHA - Final PELs - Ceiling Limits	TOLUENE	108-88-3
OSHA - Final PELs - Short Term Exposure Limits	BENZENE	71-43-2
OSHA - Final PELs - Skin Notations	CUMENE	98-82-8
OSHA - Final PELs - Time Weighted Averages	BENZENE	71-43-2
OSHA - Final PELs - Time Weighted Averages	CUMENE	98-82-8
OSHA - Final PELs - Time Weighted Averages	ETHYLBENZENE	100-41-4
OSHA - Final PELs - Time Weighted Averages	HEXANE	110-54-3
OSHA - Final PELs - Time Weighted Averages	NAPHTHALENE	91-20-3
OSHA - Final PELs - Time Weighted Averages	TOLUENE	108-88-3
Pennsylvania - RTK (Right to Know) List	BENZENE	71-43-2
Pennsylvania - RTK (Right to Know) List	CUMENE	98-82-8
Pennsylvania - RTK (Right to Know) List	ETHYLBENZENE	100-41-4
Pennsylvania - RTK (Right to Know) List	HEXANE	110-54-3
Pennsylvania - RTK (Right to Know) List	M-XYLENE	108-38-3
Pennsylvania - RTK (Right to Know) List	NAPHTHALENE	91-20-3
Pennsylvania - RTK (Right to Know) List	O-XYLENE	95-47-6
Pennsylvania - RTK (Right to Know) List	P-XYLENE	106-42-3
Pennsylvania - RTK (Right to Know) List	TOLUENE	108-88-3
Pennsylvania - RTK - Special Hazardous Substances	BENZENE	71-43-2
TSCA - Sect. 12(b) - Export Notification	NAPHTHALENE	91-20-3
TSCA - Sect. 12(b) - Export Notification	P-XYLENE	106-42-3
TSCA - Section 4 - Chemical Test Rules	NAPHTHALENE	91-20-3
TSCA - Section 4 - Chemical Test Rules	P-XYLENE	106-42-3

### Title III Classifications Sections 311,312:

- Acute: **YES**
- Chronic: **YES**
- Fire: **YES**
- Reactivity: **NO**
- Sudden Release of Pressure: **NO**

### 16. OTHER INFORMATION

Follow all MSDS/label precautions even after container is emptied because it may retain product residue. Keep out of reach of children. Email Address: For MSDS requests/information please contact [sunocomsds@sunoco.com](mailto:sunocomsds@sunoco.com). For use as a motor fuel only. Do not use as a solvent due to its flammable and potentially toxic properties.



## Safety Data Sheet

### 1. CHEMICAL PRODUCT AND COMPANY INFORMATION

**Product Name:** 87N 10% ETH 9.0#

**Manufacturer Information:**

Sunoco LP  
3801 West Chester Pike  
  
Newtown Square, Pennsylvania, 19073  
sunocomsds@sunoco.com

**Product Use:**

Motor Fuel

**Emergency Phone Numbers:**

Chemtrec	(800) 424-9300	24 Hours
Sunoco Inc.	(800) 964-8861	24 Hours

**SDS Information:**

Product Safety Information	(888) 567-3066
Email	sunocomsds@sunoco.com

<https://www.sunoco.com/about-us/sds-information/>

### 2. HAZARDS IDENTIFICATION

#### 2.1 Classification

##### CLP Classification

Hazard Class/Category	Hazard Statement
Flammable Liquid 1	Extremely flammable liquid and vapor H224

Aspiration Toxicity 1	May be fatal if swallowed and enters airways H304
STOT (Single exposure) 3	May cause drowsiness or dizziness by inhalation H336
Skin Irritation 2	Causes skin irritation H315
Acute Tox Inh 4	Harmful if inhaled H332
STOT (Repeated exposure) 1	Causes damage to central nervous system, liver, kidney, cardiovascular and respiratory system through prolonged and repeated exposure H372*
Carcinogen 1A	May cause cancer H350
Reproductive Toxicity 2	Suspected of damaging fertility or the unborn child H361df
Aquatic Environment (Chronic) 2	Toxic to aquatic life with long lasting effects (H411).

## 2.2 Label Elements

### Hazard Pictograms:



## DANGER

### Hazard Statements

Extremely flammable liquid and vapor (H224). May be fatal if swallowed and enters airways (H304). May cause drowsiness or dizziness by inhalation (H336). Causes damage to central nervous system, liver, kidney, cardiovascular and respiratory system through prolonged and repeated exposure (H372). Harmful if inhaled (H332). Causes skin irritation (H315). Suspected of damaging fertility or the unborn child (H361). May cause cancer (H350). Toxic to aquatic life with long lasting effects (H411).

### Precautionary Statements

Obtain special instructions before use (P201). Do not handle until all safety precautions have been read and understood (P202). Keep away from heat/sparks/open flames/hot surfaces – No smoking (P210). Keep container tightly closed (P233). Ground/bond container and receiving equipment (P240). Use explosion-proof electrical/ventilating/light equipment (P241). Use only non-sparking tools (P242). Take precautionary measures against static discharge (P243). Avoid breathing mist, vapor, and spray (P261). Wash hands thoroughly after handling (P264). Do not eat, drink or smoke when using this product (P270). Use only outdoors or in a well-ventilated area (P271). Avoid release to the environment (P273). Wear protective gloves/protective clothing/eye protection/face protection (P280). Use personal protective equipment as required (P281).

IF SWALLOWED (P301): Immediately call a POISON CENTER or doctor/physician (P310). Do NOT induce vomiting (P331). IF ON SKIN (or hair) (P301): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower (P353). If skin irritation occurs (P332): Get medical attention (P313). Wash with plenty of soap and water (P352). IF INHALED (P304): Remove victim to fresh air and keep at rest in a position comfortable for breathing (P340). Call a POISON CENTER or doctor/physician if you feel unwell (P312). Take off contaminated clothing and wash before reuse (P362). In case of fire (P370): Use foam or dry powder for extinction (P378). Collect spillage (P391). Store in well-ventilated place (P403). Keep container tightly closed (P233). Store locked up (P405). Dispose of contents/container to authorized hazardous waste facility (P501).

Precautionary Statements			
Prevention	Response	Storage	Disposal
P2XX	P3XX	P4XX	P5XX

#### • EMERGENCY OVERVIEW

Static accumulator. May form an ignitable vapor/air mixture. Vapors may cause flash fire or explosion.

#### Hazards Ratings:

Key: 0 = least, 1 = slight, 2 = moderate, 3 = high, 4 = extreme

	Health	Fire	Reactivity	PPI
NFPA	1	3	0	
HMIS	2	3	0	X

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No.	Amount (Vol%)
LIGHT PETROLEUM DISTILLATE	8006-61-9	0 - 99.9
TOLUENE	108-88-3	0 - 30
XYLENE	1330-20-7	0 - 25
ETHYL ALCOHOL	64-17-5	0 - 10
CYCLOHEXANE	110-82-7	0 - 9
ETHYL BENZENE	100-41-4	0 - 5
N-HEXANE	110-54-3	0 - 5
NAPHTHALENE	91-20-3	0 - 5
1,2,4-TRIMETHYLBENZENE	95-63-6	0 - 5
BENZENE	71-43-2	0.1 - 4.9
BUTANE	106-97-8	0 - 3
CUMENE	98-82-8	0 - 1

### 4. FIRST AID MEASURES

#### • INHALATION

Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen and continue to monitor. Get immediate medical attention. NOTE TO PHYSICIAN: Catecholamines and similar adrenergic drugs are generally contraindicated because of potential for increased sensitivity of the heart from hydrocarbon overexposure and subsequent ventricular fibrillation. EKG monitoring may be indicated and bronchodilators should be selected with care.

#### • SKIN

Immediately flush with large amounts of water for 20 minutes, use soap if available. Remove contaminated clothing, including shoes, after flushing has begun. Get prompt medical attention. Injection injuries may not appear serious at first but within a few hours, without proper treatment, the area will become swollen, discolored and extremely painful. Wash clothing before reuse.

#### • EYES

Flush eye with water for 20 minutes. Get medical attention.

#### • INGESTION

If swallowed, immediately contact a physician or Poison Control Center. Never give anything by mouth to an intoxicated, unconscious or convulsing person. Get immediate medical attention. Do not induce vomiting!

### 5. FIRE FIGHTING MEASURES

#### • EXTINGUISHING MEDIA

The following media may be used to extinguish a fire involving this material: Water spray; Regular foam; Dry chemical; Carbon dioxide;

## • FIRE FIGHTING INSTRUCTIONS

Use water spray to cool fire exposed tanks and containers. Wear structural firefighting gear. The use of fresh air equipment such as Self Contained Breathing Apparatus (SCBA) or Supplied Air Respirators should be worn for fire fighting if exposure or potential exposure to products of combustion is expected.

## **FLAMMABLE PROPERTIES**

	Typical	Minimum	Maximum	Text Result	Units	Method
Flash Point				MINUS 40 EST'D	F	N/A
Autoignition Temperature				536 ESTIMATED	F	N/A
Lower Explosion Limit	1.5				%	N/A
Upper Explosion Limit	7.6				%	N/A

## **6. ACCIDENTAL RELEASE MEASURES**

Prevent ignition, stop leak and ventilate the area. Contain spilled liquid with sand or earth. DO NOT use combustible materials such as sawdust. Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Do not use spark-generating metals for sweeping up spilled material. Avoid runoff into storm sewers and ditches which lead to waterways. Vapor can be controlled using a water fog. Water streams should not be directed to the liquid as this will cause the liquid to boil and generate more vapor. Keep personnel upwind from leak. Use appropriate personal protective equipment as stated in Section 8 of this MSDS. Advise the Environmental Protection Agency (EPA) and appropriate state agencies, if required.

## **7. HANDLING AND STORAGE**

### • HANDLING

Follow all MSDS/label precautions even after container is emptied because it may retain product residue. Use only in a well-ventilated area. **STATIC ACCUMULATOR.** This liquid may form an ignitable vapor-air mixture in closed tanks or containers. This liquid may accumulate static electricity even when transferred into properly grounded containers. Bonding and grounding may be insufficient to remove static electricity. Static electricity accumulation may be significantly increased by the presence of small quantities of water. Always bond receiving container to the fill pipe before and during loading, following NFPA-77 and/or API RP 2003 requirements. Automatic gauging devices and other floats in vessels or tanks which contain static accumulating liquids should be electrically bonded to the shell. Bonding and grounding alone may be inadequate to eliminate fire and explosion hazards associated with electrostatic charges. In addition to bonding and grounding, efforts to mitigate the hazards of an electrostatic discharge may include, but are not limited to, ventilation, inerting and/or reduction of transfer velocities. Always keep the nozzle in contact with the container throughout the loading process. Do not fill any portable containers in or on a vehicle. Special precautions, such as reduced loading rates and increased monitoring, must be observed during "switch loading" operations (i.e. loading this material in tanks or shipping compartments that previously contained middle distillates or similar products). Non-equilibrium conditions may increase the risks associated with static electricity such as tank and container filling, tank cleaning, sampling, gauging, loading, filtering, mixing, agitation, etc. Dissipation of electrostatic charges may be improved with the use of conductivity additives when used with other mitigating efforts, including bonding and grounding. Avoid breathing (dust, vapor, mist, gas). Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Never siphon by mouth. "Empty" containers retain product residue (liquid and/or vapor) and can be dangerous. **DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.** Empty drums should be completely drained, properly bunged, and promptly returned to a drum reconditioned, or properly disposed of. A static electrical discharge can accumulate when this material is flowing through pipes, nozzles or filters or when it is agitated. A static spark discharge can ignite accumulated vapors particularly during dry weather. Always bond receiving containers to the fill pipe before and during loading. Always keep nozzle in contact with the container throughout the loading process. Do not fill any portable container in or on the vehicle.

### • STORAGE

Keep away from heat, sparks, and flame. Keep container closed when not in use. Store in a cool dry place. Consult NFPA and / or OSHA codes for additional information. NFPA class IB storage. Flash point is less than 73 degrees F and boiling point is greater than or equal to 100 degrees F. Outside or detached storage is preferred.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Consult With a Health and Safety Professional for Specific Selections

Because benzene is present in this product above 0.1%, federal regulations require handling in a way so as to keep exposure below limits. Prolonged and repeated contact with benzene can result in fatal blood effects ranging from anemia to leukemia. Sun recommends the ACGIH exposure limit of 0.5 parts per million for 8-hours; 5.0 ppm for 15-minutes.

#### • ENGINEERING CONTROLS

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use with adequate ventilation. Local exhaust ventilation may be necessary to control any air contaminants to within their TLVs during the use of this product. Use explosion-proof ventilation equipment. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.

#### • PERSONAL PROTECTION

##### ▪ EYE PROTECTION

Use chemical splash goggles and face shield (ANSI Z87.1 or approved equivalent).

##### ▪ GLOVES or HAND PROTECTION

The glove(s) listed below may provide protection against permeation. Gloves of other chemically resistant materials may not provide adequate protection. Protective gloves are recommended to protect against contact with product. Nitrile (>8 hrs); Viton(8 hrs); Teflon (8 hrs)

##### ▪ RESPIRATORY PROTECTION

Concentration in air determines the level of respiratory protection needed. Use only NIOSH certified respiratory equipment. Half-mask air purifying respirator with organic vapor cartridges is acceptable for exposures to ten (10) times the exposure limit. Full-face air purifying respirator with organic vapor cartridges is acceptable for exposures to fifty (50) times the exposure limit. Exposure should not exceed the cartridge limit of 1000 ppm. Protection by air purifying respirators is limited. Use a positive pressure-demand full-face supplied air respirator or SCBA for exposures greater than fifty (50) times the exposure limit. If exposure is above the IDLH (Immediately Dangerous to Life and Health) or there is the possibility of an uncontrolled release, or exposure levels are unknown, then use a positive pressure-demand full-face supplied air respirator with escape bottle or SCBA. Wear a NIOSH-approved (or equivalent) full-facepiece airline respirator in the positive pressure mode with emergency escape provisions.

##### ▪ OTHER

Where splashing is possible, full chemically resistant protective clothing and boots are required. The following materials are acceptable for use as protective clothing: Nitrile; Viton; Teflon; Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower. Remove contaminated clothing and wash before reuse. For non-fire emergencies, positive pressure SCBA and structural firefighter's protective clothing will provide only limited protection.

### EXPOSURE GUIDELINES

	CAS No.	Governing Body	Exposure Limits		
BENZENE	71-43-2	ACGIH	STEL	2.5	ppm
BENZENE	71-43-2	OSHA	STEL	5	ppm
BENZENE	71-43-2	ACGIH	TWA	0.5	ppm
BENZENE	71-43-2	OSHA	TWA	1	ppm
BUTANE	106-97-8	ACGIH	TWA	1000	ppm
CUMENE	98-82-8	ACGIH	TWA	50	ppm
CUMENE	98-82-8	OSHA	TWA	50	ppm
CYCLOHEXANE	110-82-7	ACGIH	TWA	100	ppm
CYCLOHEXANE	110-82-7	OSHA	TWA	300	ppm
ETHYL ALCOHOL	64-17-5	ACGIH	TWA	1000	ppm
ETHYL ALCOHOL	64-17-5	OSHA	TWA	1000	ppm
ETHYL BENZENE	100-41-4	ACGIH	TWA	20	ppm
ETHYL BENZENE	100-41-4	OSHA	TWA	100	ppm
N-HEXANE	110-54-3	ACGIH	TWA	50	ppm
N-HEXANE	110-54-3	OSHA	TWA	500	ppm
NAPHTHALENE	91-20-3	ACGIH	STEL	15	ppm

NAPHTHALENE	91-20-3	ACGIH	TWA	10	ppm
NAPHTHALENE	91-20-3	OSHA	TWA	10	ppm
TOLUENE	108-88-3	NIOSH	STEL	150	ppm
TOLUENE	108-88-3	ACGIH	TWA	20	ppm
TOLUENE	108-88-3	OSHA	TWA	200	ppm
XYLENE	1330-20-7	ACGIH	STEL	150	ppm
XYLENE	1330-20-7	ACGIH	TWA	100	ppm
XYLENE	1330-20-7	OSHA	TWA	100	ppm
LIGHT PETROLEUM DISTILLATE	8006-61-9	ACGIH	STEL	500	ppm
LIGHT PETROLEUM DISTILLATE	8006-61-9	ACGIH	TWA	300	ppm

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical Property	Typical	Units	Method
Appearance	Clear Liquid	N/A	Unknown
Boiling Point (Initial)	100	F	ASTM D 86
	38	C	
Boiling Range	100-400	F	ASTM D 86
	38-204	C	
Liquid Conductivity	<50 varies	pS/m	Reference Value
Flash Point	- 40 Est. -40	F C	Reference Value
Melting Point	No Data	F	
pH	Not Applicable		
Octanol/Water Partition Coefficient	2-7	N/A	Reference Value
Lower Explosion Limit	1.5	%	Reference Value
Upper Explosion Limit	7.6	%	Reference Value
Specific Gravity	0.76	N/A	ASTM D 287
Solubility In Water	NIL TO 10%	wt %	Reference Value
Odor	Gasoline Odor.		Reference Value
Evaporation Rate	No data		
Decomposition temp	No data		
Odor Threshold	<1	ppm	Reference Value
Flammability			
Vapor Pressure	5 - 16	psia	Reference Value
Viscosity (F)	no data	SUS	ASTM D 5191
Viscosity (C)	no data	CsT	
% Volatile	100	wt %	Reference Value
Auto Ignition	536 Est. 280 Est.	F C	Reference Value

## **10. STABILITY AND REACTIVITY**

- **STABILITY**  
Stable
- **CONDITIONS TO AVOID**  
Avoid heat, sparks and open flame. Avoid static discharge.
- **INCOMPATIBILITY**  
The following materials are incompatible with this product: Strong oxidizers, Alkaline materials, Acids, Chlorine, concentrated oxygen; Halogens and halogenated compounds; Hydrogen peroxide;
- **HAZARDOUS DECOMPOSITION PRODUCTS**  
Combustion may produce carbon monoxide, carbon dioxide and other asphyxiants.
- **HAZARDOUS POLYMERIZATION**  
Will not polymerize.

## **11. TOXICOLOGY INFORMATION**

- **POTENTIAL HEALTH EFFECTS**
  - **PRE-EXISTING MEDICAL CONDITIONS**  
The following diseases or disorders may be aggravated by exposure to this product: skin, eye, blood forming organs, nervous system, respiratory system, lung (asthma-like conditions), cardiovascular system, liver, kidney,
- **Acute Toxicity:** Samples of gasoline and a number of low boiling point naphtha streams have been tested in acute oral, dermal and inhalation studies. Results indicate the following:
  - **Oral:** Rat oral LD<sub>50</sub> > 5000 mg/kg bodyweight (ARCO, 1986b)
  - **Inhalation:** Rat inhalation LC<sub>50</sub> > 5.2 mg/l (ARCO, 1992)
  - **Dermal:** Rabbit dermal LD<sub>50</sub> > 2000 mg/kg bodyweight (ARCO, 1986a)
- **Skin Corrosion / Irritation:** Samples of gasoline and a number of low boiling point naphtha streams have been tested in rabbit skin irritation studies. The majority of the data were derived using a 24 hour occluded exposure protocol. The degree of dermal irritation observed was variable, ranging from slight to moderate/severe, normally persisting for up to 14 days. There was no evidence of skin corrosion. Heavier, aromatic materials caused more irritation than lighter, paraffinic streams (API, 1995).
- **Serious Eye Damage / Irritation:** The effects of gasoline and low boiling point naphtha streams on the eye have been investigated in rabbits using a number of samples. None of the samples tested showed more than minimal redness and swelling, which resolved quickly (ARCO, 1986d).
- **Respiratory or Skin Sensitization:** Tests in guinea pigs with gasoline and a number of low boiling point naphtha streams showed no evidence of skin sensitization (ARCO, 1986c). There are no reports available to indicate that gasoline or low boiling point naphthas have the potential to cause respiratory sensitization.
- **Germ Cell Mutagenicity:** The mutagenic potential of gasoline and low boiling point naphthas has been extensively studied in a range of *in vivo* and *in vitro* assays. The majority of the studies showed no evidence of mutagenic activity. Gasoline and low boiling point naphthas can contain benzene, a constituent that is classified as a germ cell mutagen (API, 1977; API, 2005).
- **Carcinogenicity:** The carcinogenic potential of gasoline has been investigated in rats and mice following inhalation exposure for 2 years. In rats, there was an increased incidence of kidney tumours in males and in mice there was an increased incidence of liver tumours in females; further work has shown that these tumours are sex and species specific and are not considered relevant to humans (Short BG *et al.*, 1989). Results of 2 year skin painting studies with gasoline or low boiling point naphthas have shown either no, or weak potential (low incidence and long latent period) for the development of skin tumours. Additional work has shown that where tumours arise

they are most likely a result of a non-genotoxic response due to dermal irritation (API, 1983). Gasoline and low boiling point naphthas can contain benzene, a constituent that is classified as a human carcinogen.

- **Reproductive Toxicity:** Results of guideline developmental toxicity studies on gasolines and OECD developmental toxicity screening studies with low boiling point naphtha streams showed no evidence of developmental toxicity in rats (Roberts L et al, 2001). Similarly, studies in rats with gasoline did not show any effect on reproductive performance (McKee RH et al, 2000). Gasoline and low boiling point naphthas can contain amounts of toluene and/or n-hexane, constituents that are classified as reprotoxicants.
- **Specific Target Organ Toxicity (STOT)**
  - **Single Exposure:** Acute exposure studies show no evidence of systemic toxicity, other than a potential to cause narcosis / CNS depression at higher exposure concentrations (Drinker P et al, 1943; Davis A et al 1960).
  - **Repeated Exposure:** The repeat dose toxicity of gasoline and low boiling point naphthas has been studied in rats following dermal and inhalation exposure for periods between 10 days and up to 2 years. The effects of repeated inhalation exposure of primates to gasoline have also been studied. In dermal studies, no systemic toxicity has been seen; the only effect observed was moderate to severe dermal irritation. Repeated inhalation exposure causes 'light hydrocarbon nephropathy' in male rats, an effect which is considered to be both sex and species specific. (Halder CA et al, 1985; API, 2005; ARCO, 1986e)
- **Aspiration:** Gasoline and low boiling point naphthas are low viscosity, mobile hydrocarbon liquids with a viscosity at 40°C of < 7 mm<sup>2</sup>/s.

#### Additional Toxicology Information

Because **benzene** is present in this product above 0.1%, federal regulations require handling in a way so as to keep exposure below limits. Prolonged and repeated contact with benzene can result in fatal blood effects ranging from anemia to leukemia. Sun recommends the ACGIH exposure limit of 0.5 parts per million for 8-hours; 5.0 ppm for 15-minutes.

#### Component Toxicity Information

**Cumene** may be harmful or fatal if swallowed. Pulmonary aspiration hazard. After ingestion, may enter lungs and cause damage. May cause respiratory irritation, fluid in the lungs and lung damage. May be irritating to the skin and eyes. May cause nervous system effects, including drowsiness, dizziness, coma and even death. Overexposure has caused kidney, nose, and liver damage in laboratory animals. Following inhalation exposure, an increased tumor incidence has been observed in experimental animals. The significance of this finding to human health is presently unknown. **Ethylbenzene**, a component of this product, has been designated by the International Agency for Research on Cancer as "possibly carcinogenic to humans", based on increased tumor incidence in laboratory animals. Overexposure may lead to nervous system effects, including drowsiness, dizziness, nausea, headaches, paralysis, loss of consciousness and even death. Repeated overexposure has caused a hearing loss in laboratory animals. Hours of exposure to high airborne concentrations of **toluene** and **xylene**, minor components of this product, has caused a hearing loss in laboratory animals. Most adverse health effects associated with **ethanol**, a component of this material, are related to the chronic ingestion of alcoholic beverages. Alcoholism has been associated with liver, stomach, heart, and nervous system damage, cancer, adverse reproductive effects, and effects on the developing fetus. Many of these effects may be related to metabolic changes that result from constantly high blood levels of alcohol. This exposure pattern is significantly different from that of persons handling industrial ethanol in the workplace or from refueling cars with gasoline containing ethanol.

## 12. ECOLOGICAL INFORMATION

Gasoline spills are toxic to fish and aquatic flora.

- **Acute (short-term) Aquatic Hazard:** Acute aquatic toxicity studies with fish, invertebrates and algae on samples of gasoline and low boiling point naphtha streams show acute toxicity values in the range 1-10 mg/l. These tests were carried out on water accommodated fractions, and in closed systems to prevent evaporative loss. (EBSI 1995a,b,c, CONCAWE, 1996, Petroleum Product Steward Council, 1995)

**Chronic (long-term) Aquatic Hazard:**

- **Chronic aquatic toxicity:** A chronic toxicity study in daphnia with an alkylate naphtha stream gave a NOELR of 2.6 mg/l (Springborn Laboratories, 1999).

**Environmental fate (biodegradation / bioaccumulation):** Substance is a hydrocarbon UVCB. Standard tests for biodegradation / bioaccumulation are intended for single substances and are not appropriate for complex substances. Based on compositional information available and measured or predicted data on key constituents, gasoline and gasoline naphthas are not expected to meet the criteria for ready degradability but are inherently biodegradable. Constituents of gasoline naphthas show measured or predicted values for  $\log K_{ow} \geq 3$  and are considered potentially bioaccumulative.

### 13. DISPOSAL CONSIDERATIONS

Follow federal, state and local regulations. This material is a RCRA hazardous waste. Do not flush material to drain or storm sewer. Contract to authorized disposal service.

### 14. TRANSPORT INFORMATION

Governing Body	DOT
Mode	Ground
Proper Shipping Name	Gasoline
Hazard Class	3 (Flammable liquid)
Packing Group	II
UN/UN No.	UN 1203
Label	Flammable

### 15. REGULATORY INFORMATION

This product contains the following EPCRA section 313 chemicals subject to the reporting requirements of the Emergency Planning and Community Right-To-Know Act of 1986 (40 CFR 372): Maximum Wt%: Toulene- CAS Number 108-88-3, 35%; Xylene- CAS Number 1330-20-7, 29%; Cyclohexane- CAS Number 110-82-7, 9.5%; Ethyl benzene- CAS Number 100-41-4, 6%; N-Hexane- CAS Number 110-54-3, 4.5%; Naphthalene- CAS Number 91-20-3, 8%; 1,2,4-Trimethylbenzene- CAS Number 95-63-6, 6%; Benzene- CAS Number 71-43-2, 5.8%; Cumene- CAS Number 98-82-8, 1.2%. This information must be included in all MSDSs that are copied and distributed for this material.

Regulatory List	Component	CAS No.
ACGIH - Occupational Exposure Limits - Carcinogens	BENZENE	71-43-2
ACGIH - Occupational Exposure Limits - Carcinogens	ETHYL ALCOHOL	64-17-5
ACGIH - Occupational Exposure Limits - Carcinogens	ETHYL BENZENE	100-41-4
ACGIH - Occupational Exposure Limits - Carcinogens	NAPHTHALENE	91-20-3
ACGIH - Occupational Exposure Limits - Carcinogens	TOLUENE	108-88-3
ACGIH - Occupational Exposure Limits - Carcinogens	XYLENE	1330-20-7
ACGIH - Occupational Exposure Limits - TWAs	BENZENE	71-43-2
ACGIH - Occupational Exposure Limits - TWAs	BUTANE	106-97-8
ACGIH - Occupational Exposure Limits - TWAs	CUMENE	98-82-8
ACGIH - Occupational Exposure Limits - TWAs	CYCLOHEXANE	110-82-7
ACGIH - Occupational Exposure Limits - TWAs	ETHYL BENZENE	100-41-4
ACGIH - Occupational Exposure Limits - TWAs	N-HEXANE	110-54-3
ACGIH - Occupational Exposure Limits - TWAs	NAPHTHALENE	91-20-3
ACGIH - Occupational Exposure Limits - TWAs	TOLUENE	108-88-3
ACGIH - Occupational Exposure Limits - TWAs	XYLENE	1330-20-7
ACGIH - Short Term Exposure Limits	BENZENE	71-43-2
ACGIH - Short Term Exposure Limits	ETHYL ALCOHOL	64-17-5
ACGIH - Short Term Exposure Limits	ETHYL BENZENE	100-41-4
ACGIH - Short Term Exposure Limits	NAPHTHALENE	91-20-3
ACGIH - Short Term Exposure Limits	XYLENE	1330-20-7
ACGIH - Skin Absorption Designation	BENZENE	71-43-2
ACGIH - Skin Absorption Designation	N-HEXANE	110-54-3
ACGIH - Skin Absorption Designation	NAPHTHALENE	91-20-3
CAA (Clean Air Act) - HON Rule - Organic HAPs	BENZENE	71-43-2
CAA (Clean Air Act) - HON Rule - Organic HAPs	CUMENE	98-82-8
CAA (Clean Air Act) - HON Rule - Organic HAPs	ETHYL BENZENE	100-41-4

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 CAA - 1990 Hazardous Air Pollutants  
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 CAA - 1990 Hazardous Air Pollutants  
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 California - Prop. 65 - Developmental Toxicity  
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 California - Prop. 65 - Reproductive - Female  
 California - Prop. 65 - Reproductive - Male  
 California - Proposition 65 - Carcinogens List  
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 Canada - WHMIS - Ingredient Disclosure  
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N-HEXANE 110-54-3  
 NAPHTHALENE 91-20-3  
 TOLUENE 108-88-3  
 XYLENE 1330-20-7  
 BENZENE 71-43-2  
 CUMENE 98-82-8  
 CYCLOHEXANE 110-82-7  
 ETHYL BENZENE 100-41-4  
 N-HEXANE 110-54-3  
 NAPHTHALENE 91-20-3  
 TOLUENE 108-88-3  
 XYLENE 1330-20-7  
 BENZENE 71-43-2  
 CUMENE 98-82-8  
 ETHYL BENZENE 100-41-4  
 N-HEXANE 110-54-3  
 NAPHTHALENE 91-20-3  
 TOLUENE 108-88-3  
 XYLENE 1330-20-7  
 BENZENE 71-43-2  
 ETHYL ALCOHOL 64-17-5  
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 ETHYL BENZENE 100-41-4  
 NAPHTHALENE 91-20-3  
 1,2,4-TRIMETHYLBENZENE 95-63-6  
 BUTANE 106-97-8  
 CYCLOHEXANE 110-82-7  
 ETHYL ALCOHOL 64-17-5  
 ETHYL BENZENE 100-41-4  
 N-HEXANE 110-54-3  
 TOLUENE 108-88-3  
 BENZENE 71-43-2  
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 CUMENE 98-82-8  
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 NAPHTHALENE 91-20-3  
 TOLUENE 108-88-3  
 XYLENE 1330-20-7  
 BENZENE 71-43-2  
 CYCLOHEXANE 110-82-7  
 ETHYL BENZENE 100-41-4  
 NAPHTHALENE 91-20-3  
 TOLUENE 108-88-3  
 XYLENE 1330-20-7  
 BENZENE 71-43-2  
 ETHYL BENZENE 100-41-4  
 NAPHTHALENE 91-20-3  
 TOLUENE 108-88-3  
 BENZENE 71-43-2

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 IARC - Group 2B (Possibly carcinogenic to humans)  
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ETHYL BENZENE	100-41-4
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
BENZENE	71-43-2
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
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XYLENE	1330-20-7
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BENZENE	71-43-2
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LIGHT PETROLEUM	8006-61-9
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TOLUENE	108-88-3
XYLENE	1330-20-7
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CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3

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XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3

Massachusetts - Right To Know List  
 Massachusetts - Right To Know List  
 New Jersey - Department of Health RTK List  
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 NTP - Report on Carcinogens - Known Carcinogens  
 NTP - Report on Carcinogens - Suspect Carcinogens  
 OSHA - Final PELs - Ceiling Limits  
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 OSHA - Final PELs - Short Term Exposure Limits  
 OSHA - Final PELs - Skin Notations  
 OSHA - Final PELs - Time Weighted Averages  
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TOLUENE	108-88-3
XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
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BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
LIGHT PETROLEUM	8006-61-9
DISTILLATE	
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
BENZENE	71-43-2
NAPHTHALENE	91-20-3
BENZENE	71-43-2
TOLUENE	108-88-3
BENZENE	71-43-2
CUMENE	98-82-8
BENZENE	71-43-2
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
N-HEXANE	110-54-3
NAPHTHALENE	91-20-3
TOLUENE	108-88-3
XYLENE	1330-20-7
1,2,4-TRIMETHYLBENZENE	95-63-6
BENZENE	71-43-2
BUTANE	106-97-8
CUMENE	98-82-8
CYCLOHEXANE	110-82-7
ETHYL ALCOHOL	64-17-5
ETHYL BENZENE	100-41-4
N-HEXANE	110-54-3

Pennsylvania - RTK (Right to Know) List	NAPHTHALENE	91-20-3
Pennsylvania - RTK (Right to Know) List	TOLUENE	108-88-3
Pennsylvania - RTK (Right to Know) List	XYLENE	1330-20-7
Pennsylvania - RTK - Special Hazardous Substances	BENZENE	71-43-2
TSCA - Sect. 12(b) - Export Notification	NAPHTHALENE	91-20-3
TSCA - Section 4 - Chemical Test Rules	CYCLOHEXANE	110-82-7
TSCA - Section 4 - Chemical Test Rules	NAPHTHALENE	91-20-3

### Title III Classifications Sections 311,312:

- Acute: **YES**
- Chronic: **YES**
- Fire: **YES**
- Reactivity: **NO**
- Sudden Release of Pressure: **NO**

### 16. OTHER INFORMATION

Follow all MSDS/label precautions even after container is emptied because it may retain product residue. Keep out of reach of children. For use as motor fuel only. Do not use for any other purpose.

#### REFERENCES (Section 11 and 12):

API (1977) Mutagenicity evaluation of unleaded gasoline. Study conducted by Litton Bionetics. API Med. Res. Publ. 28-30173. Washington DC: American Petroleum Institute

API (1983) Carcinogenic potential of key petroleum products. Study conducted by Eppley Institute for Research in Cancer, University of Nebraska Medical School. API Med. Res. Publ. 30-31646. Washington DC: American Petroleum Institute

API (1995) Primary skin irritation study in rabbits of API 91-01 and PS-6. Unleaded test gasolines. Study conducted by Hill Top Biolabs Inc. API Toxicology Report No. 409. Washington DC: American Petroleum Institute

API (2005) Baseline gasoline vapor condensate: a 13-week whole-body inhalation toxicity study in rats with neurotoxicity assessments and 4-week *in vivo* genotoxicity and immunotoxicity assessments. Study conducted by Huntingdon Life Sciences. Study No. 00-6125. Washington DC: American Petroleum Institute

ARCO (1986a) Acute dermal toxicity study in rabbits administered test article F-64-01 unleaded premium gasoline. UBTL Study No. 60553. Los Angeles CA: ARCO

ARCO (1986b) Acute oral toxicity study in rats administered test article F-64-01 unleaded premium gasoline. UBTL Study No. 60598. Los Angeles CA: ARCO

ARCO (1986c) Dermal sensitization study in guinea pigs administered test article F-64-01 unleaded premium gasoline. UBTL Study No. 60613. Los Angeles CA: ARCO

ARCO (1986d) Primary eye irritation study in rabbits administered test article F-64-01 unleaded Watson premium gasoline. UBTL Study No. 60583. Los Angeles CA: ARCO

ARCO (1986e) Twenty-eight (28) day dermal toxicity study in rats on test article F-64-01 unleaded Watson premium gasoline. UBTL Study No. 60761. Los Angeles CA: ARCO

ARCO (1992) Acute inhalation toxicity study (limit test) in rats administered test article F-101. UBTL Study No. 65798. Los Angeles CA: ARCO

CONCAWE (1996) Acute aquatic toxicity of gasolines. Report No. 96/57. Brussels: CONCAWE

Davis, A. et al (1960) The effects on human volunteers of exposure to air containing gasoline vapor. *Arch Environ Health* 1, 548-554

Drinker, P. et al (1943) The threshold toxicity of gasoline vapor. *J Ind Hyg Toxicol* 25, 6, 225-232

EBSI (1995a) Alga, growth inhibition test. MRD-95-048 gasoline W94/813, blend. Study performed for CONCAWE. EBSI Study No. 104867. East Millstone NJ: Exxon Biomedical Sciences Inc.

EBSI (1995b) *Daphnia*, acute toxicity test. MRD-95-044 gasoline W94/809, medium naphtha. Study performed for CONCAWE. EBSI Study No. 104442. East Millstone NJ: Exxon Biomedical Sciences Inc.

EBSI (1995c) Fish, acute toxicity test - rainbow trout. MRD-95-045 gasoline W94/810, isomerate. Study performed for CONCAWE. EBSI Study No. 104558. East Millstone NJ: Exxon Biomedical Sciences Inc.

Halder, C.A. et al (1985) Hydrocarbon nephropathy in male rats: identification of the nephrotoxic components of unleaded gasoline. *Toxicol Ind Health* 1, 3, 67-87

McKee, R.H. et al (2000) Assessment in rats of the reproductive toxicity of gasoline from a gasoline vapor recovery unit. *Reprod Toxicol* 14, 4, 337-353

Petroleum Product Stewardship Council (1995) Static-renewal 96-hour acute toxicity study of the water accommodated fraction (WAF) of whole light alkylate product to fathead minnow. Study conducted by Stonybrook Laboratories Inc. Study No. 65908. Washington DC: Petroleum Product Stewardship Council

Roberts, L. et al (2001) Developmental toxicity evaluation of unleaded gasoline vapor in the rat. *Reprod Toxicol* 15, 5, 487-494

Short, B.G. et al (1989) Promoting effects of unleaded gasoline and 2,2,4-trimethylpentane on the development of atypical cell foci and renal tubular cell tumors in rats exposed to *N*-ethyl-*N*-hydroxy-ethylnitrosamine. *Cancer Research* 49, 22, 6369-6378

Springborn Laboratories (1999) Light alkylate naphtha - full life cycle toxicity test with water fleas, *Daphnia magna*, under static-renewal conditions following OECD Guideline 211. Study No. 13687.0598.6105.130. Wareham MA: Springborn Laboratories Inc.

## Performance Evaluation Details

<b>ID</b>	E5
<b>Project</b>	Gasoline and Diesel Fuel
<b>Project Number</b>	(NGFC) Contract #BL113-20
<b>Supplier</b>	James River Solutions
<b>Supplier Project Contact</b>	Hannah Johnston (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	01/01/2025 to 06/30/2025
<b>Effective Date</b>	07/30/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	07/18/2025
<b>Expectations Meeting Date</b>	07/18/2025
<b>Status</b>	Completed
<b>Publication Date</b>	07/30/2025 03:45 PM EDT
<b>Completion Date</b>	07/30/2025 03:45 PM EDT
<b>Evaluation Score</b>	88

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### QUALITY OF PRODUCT OR SERVICE

17/20

Rating

**Excellent:** There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

James Rivers Solutions consistently meets the contract requirements with regards to availability, response times, and pricing.

### TIMELINESS OF PERFORMANCE

17/20

Rating

**Excellent:** There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

The ability to place orders at various quantities, locations, and/or product type does not impact performance levels from the vendor. Most deliveries are fulfilled as requested. Any delivery delays are communicated in a timely manner.

### BUSINESS RELATIONS

17/20

Rating

**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Tracey Little and the accounting team are extremely responsive to any questions or concerns as it relates to invoicing, account statements, or discrepancies. The team works quickly and efficiently to resolve any issues.

### CUSTOMER SATISFACTION

20/20

Rating

**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

I am extremely pleased with the proactive communication with the dispatch team and the order request process. All requests for delivery are answered on the within the same business day. The delivery team does an exceptional job of communicating and providing delivery manifest logs.

### COST CONTROL

17/20

Rating

**Excellent:** Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Fuel pricing is consistent and in line with industry standards. Invoices are submitted within 48 hours of delivery to the appropriate point of contact. Monthly account statements are submitted for review. All disbursements are applied to our account accurately and timely so as not to affect the existing credit limit.

### GENERAL COMMENTS

Comments

*Not Specified*

## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	Gasoline and Diesel Fuel
<b>Project Number</b>	(NGFC) Contract #BL113-20
<b>Supplier</b>	Boswell oil co.
<b>Supplier Project Contact</b>	Robert E Price (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	10/01/2024 to 06/30/2025
<b>Effective Date</b>	07/30/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	07/18/2025
<b>Expectations Meeting Date</b>	07/18/2025
<b>Status</b>	Completed
<b>Publication Date</b>	07/30/2025 03:46 PM EDT
<b>Completion Date</b>	07/30/2025 03:46 PM EDT
<b>Evaluation Score</b>	88

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### QUALITY OF PRODUCT OR SERVICE

17/20

Rating

**Excellent:** There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Mica Brownlee does an excellent job of meeting the needs of our organization in accordance with the current contract.

### TIMELINESS OF PERFORMANCE

20/20

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Deliveries are always fulfilled in a timely manner and on schedule. Special delivery requests or emergency deliveries are fulfilled with urgency and consideration to our business needs.

### BUSINESS RELATIONS

17/20

Rating

**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Micha is fantastic with addressing administrative issues to ensure there are no interruptions with service. He does not hesitate to reach out for clarification.

### CUSTOMER SATISFACTION

17/20

Rating

**Excellent:** Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Micha is responsive to any inquiry and delivery request. In the event of his absence, I am always put in direct contact with the appropriate point of contact.

### COST CONTROL

17/20

Rating

**Excellent:** Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Pricing is in line with current industry trends. Any discrepancy related to pricing or delivered quantities are researched and resolved with urgency and respect.

### GENERAL COMMENTS

Comments

*Not Specified*

## Performance Evaluation Details

<b>ID</b>	E1
<b>Project</b>	Gasoline and Diesel Fuel
<b>Project Number</b>	(NGFC) Contract #BL113-20
<b>Supplier</b>	Sunoco LP
<b>Supplier Project Contact</b>	Miranda Winey (preferred language: English)
<b>Performance Program</b>	Goods and Commodity Services
<b>Evaluation Period</b>	01/01/2024 to 06/30/2025
<b>Effective Date</b>	07/30/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	07/18/2025
<b>Expectations Meeting Date</b>	07/18/2025
<b>Status</b>	Completed
<b>Publication Date</b>	07/30/2025 03:46 PM EDT
<b>Completion Date</b>	07/30/2025 03:46 PM EDT
<b>Evaluation Score</b>	82

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### QUALITY OF PRODUCT OR SERVICE

14/20

Rating

**Satisfactory:** Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

The vendor does a good job of providing services in accordance with the existing contract.

### TIMELINESS OF PERFORMANCE

17/20

Rating

**Excellent:** There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

All delivery requests are processed immediately and fulfilled as requested. The vendor does a great job of completing small quantity orders with no hesitation.

### BUSINESS RELATIONS

17/20

Rating

**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

All invoices and account statements are submitted within 3 business days of the delivery date. Disbursements are processed to our account in a timely manner

### CUSTOMER SATISFACTION

17/20

Rating

**Excellent:** Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Communication is easy, effective, and responsive. The Sunoco LP government team is professional and courteous.

### COST CONTROL

17/20

Rating

**Excellent:** Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Pricing is consistent with industry standards. Small load requests are processed with the appropriate taxation and load fees.

### GENERAL COMMENTS

Comments

*Not Specified*



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## COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

---

**Requesting Department/Agency:** Department of Real Estate and Asset Management

**Department/Agency Contact Information:** Joseph N. Davis, Director, (404) 612-3776

**Cooperative Contract Number and Title:** NGFC #BL051-23, Gasoline and Diesel Fuel

**Estimated Contract Spend:** \$2,332,442.00

**Contract Source** (Identify the source of the cooperative contract by checking the appropriate box):

☐ **Public Cooperative Entity** (Ex: NASPO)  
List cooperative entity: \_\_\_\_\_

☐ **State of Georgia Statewide Contracts**  
(Department of Administrative Services)

☐ **Federal Government** (Ex: GSA contract)

☒ **Other Governmental Entity**  
(Ex: City of Atlanta)  
List Government Entity: Gwinnett County

### **Verification Requirements**

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
  - a. Leveraging benefits of volume purchasing
  - b. Volume discounts
  - c. Service delivery requirement advantages
  - d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

**TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:**

<b>DOES THE SOLICITATION MEET THE REQUIREMENTS</b>	<b>YES</b>	<b>NO</b>
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	<input type="checkbox"/>	<input type="checkbox"/>
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	<input type="checkbox"/>	<input type="checkbox"/>
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	<input type="checkbox"/>	<input type="checkbox"/>
The use of the contract meets the needs of the requesting department/agency.	<input type="checkbox"/>	<input type="checkbox"/>
The proposed contracting entity is authorized to conduct business in the State of Georgia.	<input type="checkbox"/>	<input type="checkbox"/>
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	<input type="checkbox"/>	<input type="checkbox"/>
If federal funded, documented that the contracting entity is not on the <a href="#">Excluded Parties List System (EPLS)</a> that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	<input type="checkbox"/>	<input type="checkbox"/>
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contract. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	<input type="checkbox"/>	<input type="checkbox"/>

**Purchasing Representative Recommendation:**

I have reviewed the items on the above checklist for this solicitation and the request

☐

meets the requirements

☐

does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent \_\_\_\_\_ Date\_\_\_\_\_

Chief Purchasing Agent \_\_\_\_\_ Date\_\_\_\_\_





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0641

**Meeting Date:** 9/17/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval of a recommended proposal - Fulton County Department of Real Estate and Asset Management, 24RFP101524K-CRB, Design/Build Services for the Fulton County Renovation of the Public Safety Training Center in the total amount not to exceed \$7,995,009.00 with Hogan Construction Group, LLC/The Collaborative Firm, LLC Joint Venture (Atlanta, GA), to provide Design-Build Services ("D/B Services") for the Renovation and Retrofit of the two-story building located at 1281 Fulton Industrial Boulevard, Atlanta, GA 30336 to accommodate the Fulton County Public Safety Training Center (PSTC). Effective upon issuance of Notice to Proceed (NTP) with substantial completion of the Work within two hundred ninety (290) calendar days and final completion of the Work within three hundred calendar (300) days.

### Requirement for Board Action

In accordance with State of GA O.C.G.A. § 36-91 Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) for public works construction projects (CM at Risk, Construction Program Management, Design/Build Projects) costing \$100,000 or more shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item

Open and Responsible Government

### Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

Yes

**Summary & Background:** The Department of Real Estate and Asset Management (DREAM) recommends approval of this award. The current Fulton County Public Safety Training Center

(PTSC) has reached the end of its functional life in this capacity. In response, DREAM has partnered closely with the Fulton County Police Department (FCPD) and the Fulton County Sheriff's Office (FCSO) and other stakeholders to identify a location and current programming requirements for the new PSTC.

In 2022, Fulton County started the process of doing a detailed program and conceptual plan to develop a PTSC as a new stand-alone development. The Sizemore Group was retained to act as the Design Professional (DP) providing these services as part of a more comprehensive design services package. Phase One (Programming and Conceptual Design) efforts were completed by Fall. However, Fulton County decided to look at other opportunities utilizing an existing facility for this function.

Developing programming needs allowed DREAM and FCPD to perform an extensive assessment of available existing facilities in the market (former big box stores, retail, or other facilities). Afterwards, DREAM reviewed multiple renovation opportunities with County leadership. The Fulton Industrial site adjacent to the new Animal Services facility was considered most feasible to renovate for the PSTC project direction (utilizing Sizemore's space/programming test fits and cost estimates for evaluation).

The property located at 1281 Fulton Industrial Boulevard is approximately 5.34 acres and has one primary two-story building (built in 1968), a couple of other support facilities, and parking. Access to site is directly off Fulton Industrial Boulevard. Parking: 112 cars (an additional 78 spaces would be needed to meet the PSTC program). Overall assessments indicate the building and property at large are in reasonably good shape for a facility built in the 1960s. The main building's super structure appears feasible for rehabilitation but the systems of the building will require either upgrade or replacement. The main building's floor plan will need to be significantly reconfigured to accommodate intended uses. Changing the office occupancy of the building from Business to Institutional requires that current codes be met and accommodations be made to increase capacity. This will affect plumbing fixture count, air exchanges, stair construction, exiting distances, structural capacity, etc. and accommodating other key program elements within the given parameters.

In 2023, the County approved the purchase of 1281 Fulton Industrial Boulevard, Atlanta, GA 30336 to accommodate relocation and renovation for the PSTC. The new facility is intended to provide the PTSC with a more effective layout in which to train its cadets.

The following are the County Objectives for this project:

- The preliminary goal is to restore the facility, economically and efficiently, to a condition which is fully functional and flexible in terms of size, appropriateness, and purpose to meet the long-term space and service needs of the constituents and employees of the Fulton County Public Safety Department.
- Deliver a renovated facility to provide training services not only for the County, but other public safety entities.
- Provide for expansion of future training by developing remaining site and adjacent property

**Scope of Work:** Oversight of all construction activities. Construction management and administration. This shall be in coordination with Owner's Construction representative, and the

County's Project Management Team, who will ensure the design intent and performance are maintained throughout. They will also review progress of construction, pay application, any major requests for substitutions, time extensions or changes to the scope.

This project is to provide a complete renovation of the two-story building, including but not limited to the installation of an elevator and the 60-ton chiller replacement. Total existing area is approximately 34,500 GSF. Site work is minimal and includes a parking lot asphalt overlay and striping, perimeter fencing repairs, and modifying existing monument signage. The building is, and will remain, unoccupied throughout the renovation. This project will require all architectural, engineering, construction, quality control, etc., services necessary to complete the design and construction phases of the renovation project in accordance with the provided schematic drawings.

The project will consist of the design and construction and renovation of the facility's interior encompassing approximately 65% of the facility footage.

The Design Build Services shall consist of, but not limited to:

- Project Management (coordination with Fulton County Staff and Departments)
- Building analysis and Mobilization Plan
- Management and execution of a Safety Plan
- Prepare project schedule and monthly updates to reflect variance
- Provide recovery schedule and recommendations
- Provide necessary Insurance including Errors & Omissions for Design
- Provide 100% Performance and Payment Bonds prior to Construction
- Suggest value engineering alternates and incorporate same into documents once approved
- Management and execution of Design - Construction Documents Phase
- Management and execution of all required permits
- Management and execution of the Construction Procurement Phase
- Management and execution of all Construction Phase activities
- Management and execution of the Post Construction Phase
- Execute fully the requirements and intent of the RFP

The County requires a project schedule that achieves substantial completion with a temporary certificate of occupancy (TCO) within 290 calendar days of notice to proceed.

**Community Impact:** The successful completion of this new location of the PSTC aims to meet the long- term public safety training requirements for the Fulton County public safety personnel, other regional and external public safety entities to serve the citizens of Fulton County and surrounding areas.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval of the proposal.

After reviewing, and evaluating, the 5 (five) qualified firms' proposals, and consideration of all available information related to the requirements and evaluation criteria of 24RFP101524K-CRB the Evaluation Committee has determined that the following proposal submitted by Hogan Construction

Group, LLC/The Collaborative Firm, LLC Joint Venture (93%) is the recommended Construction Firm to provide Design/Build services for the Public Safety Training Center for the Fulton County Public Safety Department.

The recommended design-builder will work in collaboration with the DREAM's Building Construction team and the County's Public Safety Department representatives.

**Project Implications:** This contract's intent is to complete the construction/renovation design project of this new PSTC for the Fulton County Public Safety Department. Additionally, the upgraded facility will enhance the County's capacity to provide high-quality training services-not only for its own public safety personnel but also for other regional and external public safety entities-by offering a more effective layout in which to train its cadets and veteran personnel. This will foster greater interagency collaboration and strengthen the overall public safety infrastructure.

**Community Issues/Concerns:** None that the Department is aware.

**Department Issues/Concerns:** If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the Design/Build services for the construction and renovation to the new Fulton County Public Safety Training Center for the Fulton County Public Safety Department. This will also impact the County's ability to transition from the facility in South Fulton and have the capacity to provide enhanced training services--not only for its own public safety personnel but also for other regional and external public safety entities--by offering a more effective layout in which to train its cadets and veteran personnel.

**Contract Modification:** This is a new procurement

### **Contract & Compliance Information**

**Contract Value:** \$7,995,009.00

**Prime Vendor:** Hogan Construction Group, LLC/The Collaborative Firm, LLC Joint Venture (JV - 75/25)

**Prime Status:** Hogan (\$5,996,256.75 or 75%) Non-Minority  
The Collaborative Firm (\$1,998.752.25 or 25.00 %) African American Male Business Enterprise

**Location:** Atlanta, GA

**County:** Fulton County

**Prime Value:** \$7,995,009.00 or 100.00%

**Subcontractor:** \$TBD (Subcontractors will be named at 60% Design Phase)

**Total Contract Value:** \$7,995,009.00 or 100.00%

**Total Certified Value:** \$1,998.752.25 or 25.00%

### **Exhibits Attached**

Exhibit 1: Evaluation Committee Recommendation Letter

**Exhibit 2: Performance Evaluation****Contact Information**

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772.

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$7,995,009.00  
TOTAL: \$7,995,009.00

**Fiscal Impact / Funding Source****Funding Line 1:**

534-520-5200-K022: Capital, Real Estate and Asset Management, Renovations - 7,995,009.00

<b>Key Contract Terms</b>	
<b>Start Date:</b> Effective upon issuance of Notice to Proceed	<b>End Date:</b> 300 calendar days of successful completion of project as determined by Fulton County
<b>Cost Adjustment:</b> N/A	<b>Renewal/Extension Terms:</b> N/A

**Overall Contractor Performance Rating:** 94

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
4/1/2025

**Report Period End:**  
6/30/2025



## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Chief Purchasing Agent  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** July 25, 2025

**PROJECT:** 24RFP101524K-CRB – Design-Build Services for Renovation of Public Safety Training Center (PSTC)

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Fulton County Public Works Department.

Five (5) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Brad Construction Company II
2. F.H. Paschen, S.N. Nielsen & Associates, LLC
3. Hogan Construction Group, LLC / The Collaborative Firm, LLC (Joint Venture)
4. LEXDYN, LLC
5. Manhattan Construction Company, LLC / RFB Contractors, LLC (Joint Venture)

After review of the technical proposals, oral presentations were held with each proposer below:

1. F.H. Paschen, S.N. Nielsen & Associates, LLC
2. Hogan Construction Group, LLC / The Collaborative Firm, LLC (Joint Venture)
3. Manhattan Construction Company, LLC / RFB Contractors, LLC (Joint Venture)

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Hogan Construction Group, LLC / The Collaborative Firm, LLC (Joint Venture)** with a total score of **93%**, is the recommended vendor for the award of **24RFP101524K-CRB – Design-Build Services for Renovation of Public Safety Training Center (PSTC)**.


Evaluation Committee Recommendation Letter  
July 25, 2025  
Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

**SELECTION COMMITTEE MEMBERS:**

Signed by:  
  
B20354A88008422...  
Joseph N. Davis, Director  
Department of Real Estate & Asset Management

DocuSigned by:  
  
A424AE8892AA434...  
Timothy Dimond, Deputy Director  
Department of Real Estate & Asset Management

Signed by:  
  
80CCA19976D74FE...  
Keith Johnson, Construction Project Manager (Senior)  
Department of Real Estate and Asset Management

Evaluation Committee Recommendation Letter  
 July 25, 2025  
 Page | 3

EVALUATION CRITERIA	WEIGHT	F.H. Paschen, S.N. Nielsen & Associates, LLC	Hogan Construction Group, LLC / The Collaborative Firm, LLC (Joint Venture)	Manhattan Construction Company, LLC / RFB Contractors, LLC (Joint Venture)
Executive Summary	2.00	1.67	1.50	1.67
Project Team Experience	15.00	13.75	15.00	12.50
Project Plan/Approach to Work	30.00	27.50	27.50	27.50
Qualifications of Key Personnel	15.00	12.50	13.75	15.00
Relevant Project Experience/Past Performance	15.00	12.50	15.00	12.50
Availability of Key Personnel	3.00	2.75	2.25	2.25
Local Preference	5.00	5.00	5.00	5.00
Service-Disabled Veterans Preference	2.00	0.00	0.00	0.00
Cost Proposal	13.00	6.93	13.00	8.74
<b>TOTAL SCORE:</b>	<b>100.00</b>	<b>82.60</b>	<b>93.00</b>	<b>85.15</b>

*\*To sum Total Score columns highlight the row and press F9*

## Performance Evaluation Details

<b>ID</b>	E2
<b>Project</b>	D/B Services Developmental Disability & Programming Services
<b>Project Number</b>	23RFP120423K-JAJ
<b>Supplier</b>	Hogan Construction Group, LLC
<b>Supplier Project Contact</b>	Mike Tomlin (preferred language: English)
<b>Performance Program</b>	Construction Services
<b>Evaluation Period</b>	04/01/2025 to 06/30/2025
<b>Effective Date</b>	07/14/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	06/03/2025
<b>Expectations Meeting Date</b>	06/03/2025
<b>Status</b>	Completed
<b>Publication Date</b>	07/14/2025 01:48 PM EDT
<b>Completion Date</b>	07/14/2025 01:48 PM EDT
<b>Evaluation Score</b>	94

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### SCHEDULE

20/20

Rating

**Outstanding:** Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

*Not Specified*

### BUDGET MANAGEMENT

17/20

Rating

**Excellent:** Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

*Not Specified*

### OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

**Outstanding:** Outstanding Construction Project Management that exceeds in all areas.

Comments

*Not Specified*

### COST CONTROL

17/20

Rating

**Excellent:** Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

**Outstanding:** Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

*Not Specified*





# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0642

Meeting Date: 9/3/2025

### Department

Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority - Public Works, 22ITB136990K-JA, Standby Miscellaneous Construction, Water System Services in an amount not to exceed \$1,040,711.28 with Wade Coots Company, Inc. (Austell, GA) to provide miscellaneous construction services for the Fulton County water distribution network. Effective upon BOC approval.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

### Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

Yes

**Summary & Background:** This contract was initially approved by the BOC for one year with 2 one-year renewal options. The contract is currently in year #3 which is the final year. The Public Works Department seeks to have unused funding from Years 1 and 2 allocated to this final year. The Year 1 Purchase Order (PO 540 22ITB136990K-JA-1) has an unallocated balance of \$326,872.37, while the Year 2 Purchase Order (PO 540 22ITB136990K-JA-1-R1) has an unallocated balance of \$713,838.91. In total, the department aims to utilize the unused total of \$1,040,711.28 from the first two years within Year 3 of this contract.

**Scope of Work:** The scope of work under this BOC Item will remain unchanged as compared to what was initially approved by the Fulton County BOC under Item #23-0206 and all subsequent actions. This contract provides for on-call, standby, and emergency construction services dealing with the repair and installation of water mains, water service lines, and other miscellaneous water service-related facilities located in the North Fulton water service area. The contractor will provide the necessary crew and equipment as directed by Public Works staff on an as needed basis.

**Community Impact:** The work under this contract ensures the North Fulton water distribution system continues to be maintained in the most efficient manner. This system is responsible for providing the residents and businesses with potable water.

**Department Recommendation:** The Public Works Department recommends approval of this item.

**Project Implications:** Approval of this item will ensure the availability of supplemental manpower and equipment through on-call services to address emergencies and support repair and replacement needs within the water distribution system. Additionally, approval will enable the Department to maximize the use of allocated funding to complete pending projects

**Community Issues/Concerns:** No community issues or concerns have been noted by the Public Works Department.

**Department Issues/Concerns:** Without approval of this item the Public Works Department will not be able to utilize unallocated balances that remain on the year 1 and year 2 purchase orders.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0206	3/15/2023	\$1,200,000.00
1st Renewal	24-0203	3/20/2024	\$1,200,000.00
2 <sup>nd</sup> Renewal	24-0892	12/18/2024	\$1,200,000.00
<b>Increase Spending Authority</b>			<b>\$1,040,711.28</b>
Total Revised Amount			\$3,600,000.00

### Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

**Contract Value:** \$1,040.711.28

**Prime Vendor:** Wade Coots  
**Prime Status:** Non-Minority  
**Location:** Hiram, GA  
**County:** Paulding County,  
**Prime Value:** \$1,040.711.28 or 100%

**Total Contract Value:** \$1,040.711.28 or 100%  
**Total Certified Value:** \$0.00 or 0.00%

**Exhibits Attached**

Exhibit 1: Amendment

Exhibit 2: Performance Evaluation

**Contact Information** *(Type Name, Title, Agency and Phone)*

David E. Clark, Director, Public Works 404-612-2804

**Contract Attached**

No

**Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount:	\$1,200,000.00
Previous Adjustments:	\$2,400,000.00
This Request:	\$1,040,711.28
TOTAL:	\$3,600,000.00

**Fiscal Impact / Funding Source**

**Funding Line 1:**

203-540-5400-H065

## **CHANGE ORDER NO. 1 TO FORM OF CONTRACT**

Contractor: **Wade Coots Company, Inc**

Contract No.: **22ITB136990K-JA, Standby Miscellaneous Construction, Water System Services**

Address: **174 Duncan Circle**  
City, State **Hiram, GA 30141**

Telephone: **(770) 206-0784**

Email: **mark.sutton@wadecootscompany.com**

Contact: Mark Sutton

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with Wade Coots Company, Inc to provide/perform Standby Miscellaneous Construction, Water System Services, dated March 15, 2023, on behalf of the Public Works department; and

WHEREAS, the County Board of Commissioners ("BOC") awarded a total contract amount of \$3,600,000.00 under BOC #23-0206, with \$1,200,000.00 in spending authority allocated for each of the three years; and

WHEREAS, this request is to increase spending authority for the purpose of reallocating unobligated funds from Years 1 and 2 of the contract, to Year 3 of the contract; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Change Order No. 1, was approved by the Fulton County Board of Commissioners on August 20, 2025, BOC Item #25-XXXX.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

This Change Order No. 1 to Form of Contract is effective as of the 20th day of August, 2025, between the County and Wade Coots Company, Inc, who agree that all Services specified will be performed by in accordance with this Change Order No. [1] to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The scope of work will remain unchanged. This contract provides for on-call, standby, and emergency construction services dealing with the repair and installation of water mains, water service lines, and other miscellaneous water service-related facilities located in the

North Fulton water service area. The contractor will provide the necessary crew and equipment as directed by Public Works staff on an as needed basis.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$1,040,711.28 (One Million Forty Thousand Seven Hundred Eleven Dollars and Twenty Eight Cents). This change in Year 3 spending authority aligns with the original contract award amount.
3. **LIABILITY OF COUNTY:** This Change Order No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**WADE COOTS COMPANY, INC**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
[Insert name]  
[Insert title]

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

\_\_\_\_\_  
David Clark, Director  
Public Works

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
--

ITEM#: _____ 2 <sup>ND</sup> RM: _____ <b>SECOND REGULAR MEETING</b>
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## Performance Evaluation Details

<b>ID</b>	E31
<b>Project</b>	2023 Standby Misc. Construction-Water System Services
<b>Project Number</b>	22ITB136990K-JA
<b>Supplier</b>	Wade Coots Company, Inc
<b>Supplier Project Contact</b>	Mark Sutton (preferred language: English)
<b>Performance Program</b>	Construction Services
<b>Evaluation Period</b>	05/29/2025 to 06/18/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	06/23/2025
<b>Expectations Meeting Date</b>	06/23/2025
<b>Status</b>	Draft
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### SCHEDULE

20/20

Rating

**Outstanding:** Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Wade Coots will go out of the way to ensure that the project schedule is met.

### BUDGET MANAGEMENT

20/20

Rating

**Outstanding:** Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Wade Coots only bills per the contract with little extra services outside of the contract.

### OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

**Outstanding:** Outstanding Construction Project Management that exceeds in all areas.

Comments

Wade Coots has outstanding project management on all of their projects.

### COST CONTROL

20/20

Rating

**Outstanding:** Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Wade Coots seldom has cost overruns on their projects and always meets the project cost.

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

**Outstanding:** Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Wade Coots has outstanding project management.

### GENERAL COMMENTS

Comments

*Not Specified*





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0643

**Meeting Date:** 9/3/2025

### Department

Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority - Public Works, 22ITB136990K-JA Standby Miscellaneous Construction, Water System Services in an amount not to exceed \$848,021.76 with Site Engineering, Inc (Atlanta, GA), to provide miscellaneous construction services for the Fulton County water distribution network. Effective upon BOC approval.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

### Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

Yes

**Summary & Background:** This contract was initially approved by the BOC for one year with 2 one-year renewal options. The contract is currently in year #3 which is the final year. The Public Works Department seeks to have unused funding from Years 1 and 2 allocated to this final year. The Year 1 Purchase Order (PO 540 22ITB136990K-JA) has an unallocated balance of \$518,301.57, while the Year 2 Purchase Order (PO 540 22ITB136990K-JA-R1) has an unallocated balance of \$329,720.19. In total, the department aims to utilize the unused total of \$848,021.76 from the first two years within Year 3 of this contract.

**Scope of Work:** The scope of work under this BOC Item will remain unchanged as approved by the Fulton County BOC under Item #23-0206 and all subsequent actions. This contract provides for on-call, standby, and emergency construction services dealing with the repair and installation of water mains, water service lines, and other miscellaneous water service-related facilities located in the North Fulton water service area. The contractor provides the necessary crew and equipment as directed by Public Works staff on an as needed basis.

**Community Impact:** The work under this contract ensures the North Fulton water distribution system continues to be maintained in the most efficient manner. This system is responsible for providing the residents and businesses potable water.

**Department Recommendation:** The Public Works Department recommends approval of this item.

**Project Implications:** Approval of this item will ensure the availability of supplemental manpower and equipment through on-call services to address emergencies and support repair and replacement needs within the water distribution system. Additionally, approval will enable the Department to maximize the use of allocated funding to complete pending projects.

**Community Issues/Concerns:** No community issues or concerns have been noted by the Public Works Department.

**Department Issues/Concerns:** Without approval of this item the Public Works Department will not be able to utilize unallocated balances that remain on the year 1 and year 2 purchase orders.

### Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0206	3/15/2023	\$1,200,000.00
1st Renewal	24-0203	3/20/2024	\$1,200,000.00
2 <sup>nd</sup> Renewal	24-0892	12/18/2024	\$1,200,000.00
<b>Increase Spending Authority</b>			<b>\$848,021.76</b>
Total Revised Amount			\$3,600,000.00

### Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

**Contract Value:** \$848,021.76

**Prime Vendor:** Site Engineering, Inc.  
**Prime Status:** Small Business Enterprise  
**Location:** Atlanta, GA  
**County:** Fulton County  
**Prime Value:** \$720,181.50 or 85.00%

**Subcontractor:** JDJ  
**Subcontractor Status:** African American Male Business Enterprise  
**Location:** Decatur, GA

**County:** DeKalb County  
**Contract Value:** \$127,203.26 or 15.00%

**Total Contract Value:** \$848,021.76 or 100.00%  
**Total Certified Value:** \$848,021.76 or 100.00%

### Exhibits Attached

Exhibit 1: Change Order No. 1 to Form of Agreement

Exhibit 2: Performance Evaluation

### Contact Information (Type Name, Title, Agency and Phone)

David E. Clark, Director, Public Works 404-612-2804

### Contract Attached

Yes

### Previous Contracts

Yes

### Total Contract Value

Original Approved Amount: \$1,200,000.00  
Previous Adjustments: \$2,400,000.00  
This Request: \$848,021.76  
TOTAL: \$3,600,000.00

### Grant Information Summary

Amount Requested: ☐ Cash  
Match Required: ☐ In-Kind  
Start Date: ☐ Approval to Award  
End Date: ☐ Apply & Accept  
Match Account \$:

### Fiscal Impact / Funding Source

#### Funding Line 1:

203-540-5400-H065: Water & Sewer R&E, Public Works, Misc Water Line Proj

Key Contract Terms	
Start Date:	End Date:

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**Agenda Item No.:** 25-0643

**Meeting Date:** 9/3/2025

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<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b>
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**Overall Contractor Performance Rating:** 100

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
2/9/2025

**Report Period End:**  
5/8/2025

## **CHANGE ORDER NO. 1 TO FORM OF CONTRACT**

Contractor: **Site Engineering Inc.**

Contract No.: **22ITB136990K-JA, Standby Miscellaneous Construction, Water System Services**

Address: **7025 Best Friend Rd.**  
City, State **Atlanta, GA 30281**

Telephone: **770-263-7234 x226**

Email: **tamara@siteengineeringinc.com**

Contact: **Tamara Isbell**  
**Contract Administrator**

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with Site Engineering Inc. to provide/perform Standby Miscellaneous Construction, Water System Services, dated March 15, 2023, on behalf of the Public Works department; and

WHEREAS, the County Board of Commissioners ("BOC") awarded a total contract amount of \$3,600,000.00 under BOC #23-0206, with \$1,200,000.00 in spending authority allocated for each of the three years; and

WHEREAS, this request is to increase spending authority for the purpose of reallocating unobligated funds from Years 1 and 2 of the contract, to Year 3 of the contract; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Change Order No. 1, was approved by the Fulton County Board of Commissioners on August 20, 2025, BOC Item #25-XXXX.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

This Change Order No. 1 to Form of Contract is effective as of the 20th day of August, 2025, between the County and Site Engineering, Inc., who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The scope of work will remain unchanged. This contract provides for on-call, standby, and emergency construction services dealing with the repair and installation of water mains,

water service lines, and other miscellaneous water service-related facilities located in the North Fulton water service area. The contractor will provide the necessary crew and equipment as directed by Public Works staff on an as needed basis.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$848,021.76 (Eight Hundred Forty Eight Thousand Twenty One Dollars and Seventy Six Cents). This change in Year 3 spending authority aligns with the original contract award amount.
3. **LIABILITY OF COUNTY:** This Change Order No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**SITE ENGINEERING INC.**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
J. David Hess  
Vice President

ATTEST:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

\_\_\_\_\_  
David Clark, Director  
Public Works

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 <sup>ND</sup> RM: _____ SECOND REGULAR MEETING
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## Performance Evaluation Details

<b>ID</b>	E11
<b>Project</b>	2020 Standby Miscellaneous Construction – Water System Services
<b>Project Number</b>	19ITB122250K-EC
<b>Supplier</b>	Site Engineering Inc
<b>Supplier Project Contact</b>	Tamara L Isbell (preferred language: English)
<b>Performance Program</b>	Construction Services
<b>Evaluation Period</b>	02/09/2025 to 05/08/2025
<b>Effective Date</b>	05/29/2025
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	05/29/2025
<b>Expectations Meeting Date</b>	05/29/2025
<b>Status</b>	Completed
<b>Publication Date</b>	05/29/2025 02:42 PM EDT
<b>Completion Date</b>	05/29/2025 02:42 PM EDT
<b>Evaluation Score</b>	100

### Related Documents

There are no documents associated with this Performance Evaluation

## OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

### SCHEDULE

20/20

Rating

**Outstanding:** Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

*Not Specified*

### BUDGET MANAGEMENT

20/20

Rating

**Outstanding:** Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

*Not Specified*

### OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

**Outstanding:** Outstanding Construction Project Management that exceeds in all areas.

Comments

*Not Specified*

### COST CONTROL

20/20

Rating

**Outstanding:** Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

*Not Specified*

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

**Outstanding:** Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

*Not Specified*

### GENERAL COMMENTS

Comments

Site Engineering is an outstanding contractor who constantly meets the expectations of the Public Works Department for the water line installation. They are very knowledgeable and do their utmost to provide a quality product.





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0644

**Meeting Date:** 9/3/2025

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for Magistrate Court in the amount of \$611,939.00, based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY'S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR MAGISTRATE COURT IN THE**  
3 **AMOUNT OF \$611,939, BASED ON CURRENT UNDERRUNS IN THE COUNTY'S**  
4 **OVERALL 2025 FISCAL YEAR BUDGET; AND FOR OTHER PURPOSES.**

5  
6 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties "shall establish by  
7 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
8 government" and that counties "shall adopt and operate under an annual balanced  
9 budget" to be adopted by ordinance or resolution; and

10 **WHEREAS**, O.C.G.A. § 36-81-3 further provides that a county may amend its  
11 budget to adapt to changing governmental needs during the budget period; and

12 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
13 follows:

14 (1) Any increase in appropriation at the legal level of control of the local  
15 government, whether accomplished through a change in anticipated  
16 revenues in any fund or through a transfer of appropriations among  
17 departments, shall require the approval of the governing authority. Such  
18 amendment shall be adopted by ordinance or resolution;  
19

20 (2) Transfers of appropriations within any fund below the local  
21 government's legal level of control shall require only the approval of the  
22 budget officer; and  
23

24 (3) The governing authority of a local government may amend the legal  
25 level of control to establish a more detailed level of budgetary control at  
26 any time during the budget period. Said amendment shall be adopted by  
27 ordinance or resolution; and  
28

29 **WHEREAS**, the legal level of control for Fulton County is the departmental level;  
30 and

31 **WHEREAS**, on January 29, 2025 via Item 25-0070, the Board of Commissioners  
32 of Fulton County ("BOC") adopted the 2025 fiscal year budget; and

33 **WHEREAS**, the 2025 fiscal year budget includes a budget of \$5,161,258 for

1 Magistrate Court; and

2 **WHEREAS**, the 2025 fiscal year budget for Magistrate Court does not include the  
3 requested \$611,939 budget enhancement for staffing needs as identified in the  
4 Proposed Budget submitted on November 15, 2024; and

5 **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
6 budget review via Item 25-0564, which indicated the County is currently projected to  
7 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
8 revenue being greater than earlier estimates and projected actual expenses being less  
9 than earlier estimates; and

10 **WHEREAS**, according to the Finance Department's presentation, the excess  
11 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
12 expenses as required by Fulton County Code Section 102-290; and

13 **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
14 portion of the underruns to increase the departmental budget for Magistrate Court to fund  
15 staffing needs.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
17 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
18 amended by transferring \$611,939 from available resources to Magistrate Court to fund  
19 staffing needs.

20 **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
21 the appropriate departments and funding lines for effectuating such transfer and place  
22 the resulting budget soundings item on the agenda of the next Board of Commissioners  
23 meeting for approval.

**BE IT FINALLY RESOLVED THAT** all resolutions or parts thereof in conflict  
herewith are hereby repealed.

**SO PASSED AND ADOPTED**, this \_\_\_\_ day of September, 2025.

**FULTON COUNTY  
BOARD OF COMMISSIONERS**

**Sponsored by:**

\_\_\_\_\_  
Moraima Ivory, Commissioner  
District 4

**ATTEST:**

\_\_\_\_\_  
Tonya Grier  
Clerk to the Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Y. Soo Jo  
County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0645

**Meeting Date:** 9/3/2025

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the Office of the Public Defender, Atlanta Judicial Circuit, in the amount of \$4,897,313.00, based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR THE OFFICE OF THE PUBLIC**  
3 **DEFENDER, ATLANTA JUDICIAL CIRCUIT, IN THE AMOUNT OF \$4,897,313,**  
4 **BASED ON CURRENT UNDERRUNS IN THE COUNTY’S OVERALL 2025 FISCAL**  
5 **YEAR BUDGET; AND FOR OTHER PURPOSES.**

6  
7 **WHEREAS,** O.C.G.A. § 36-81-3 provides that counties “shall establish by  
8 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
9 government” and that counties “shall adopt and operate under an annual balanced  
10 budget” to be adopted by ordinance or resolution; and

11 **WHEREAS,** O.C.G.A. § 36-81-3 further provides that a county may amend its  
12 budget to adapt to changing governmental needs during the budget period; and

13 **WHEREAS,** O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
14 follows:

15 (1) Any increase in appropriation at the legal level of control of the local  
16 government, whether accomplished through a change in anticipated  
17 revenues in any fund or through a transfer of appropriations among  
18 departments, shall require the approval of the governing authority. Such  
19 amendment shall be adopted by ordinance or resolution;  
20

21 (2) Transfers of appropriations within any fund below the local  
22 government's legal level of control shall require only the approval of the  
23 budget officer; and  
24

25 (3) The governing authority of a local government may amend the legal  
26 level of control to establish a more detailed level of budgetary control at  
27 any time during the budget period. Said amendment shall be adopted by  
28 ordinance or resolution; and  
29

30 **WHEREAS,** the legal level of control for Fulton County is the departmental level;

31 and

32 **WHEREAS,** on January 29, 2025 via Item 25-0070, the Board of Commissioners  
33 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

34 **WHEREAS,** the 2025 fiscal year budget includes a budget of \$27,547,416 for the

1 Office of the Public Defender, Atlanta Judicial Circuit (“Public Defender”); and

2 **WHEREAS**, the 2025 fiscal year budget for the Public Defender does not include  
3 the requested \$4,897,313 budget enhancement for staffing and professional services as  
4 identified in the Proposed Budget submitted on November 15, 2024; and

5 **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
6 budget review via Item 25-0564, which indicated the County is currently projected to  
7 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
8 revenue being greater than earlier estimates and projected actual expenses being less  
9 than earlier estimates; and

10 **WHEREAS**, according to the Finance Department’s presentation, the excess  
11 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
12 expenses as required by Fulton County Code Section 102-290; and

13 **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
14 portion of the underruns to increase the departmental budget for the Public Defender to  
15 fund staffing and professional services.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
17 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
18 amended by transferring \$4,897,313 from available resources to the Public Defender to  
19 fund staffing and professional services.

20 **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
21 the appropriate departments and funding lines for effectuating such transfer and place  
22 the resulting budget soundings item on the agenda of the next Board of Commissioners  
23 meeting for approval.

**BE IT FINALLY RESOLVED THAT** all resolutions or parts thereof in conflict  
herewith are hereby repealed.

**SO PASSED AND ADOPTED**, this \_\_\_\_ day of September, 2025.

**FULTON COUNTY  
BOARD OF COMMISSIONERS**

**Sponsored by:**

\_\_\_\_\_  
Moraima Ivory, Commissioner  
District 4

**ATTEST:**

\_\_\_\_\_  
Tonya Grier  
Clerk to the Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Y. Soo Jo  
County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0646

**Meeting Date:** 9/3/2025

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the department of Senior Services in the amount of \$294,000.00, based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR THE DEPARTMENT OF SENIOR**  
3 **SERVICES IN THE AMOUNT OF \$294,000, BASED ON CURRENT UNDERRUNS IN**  
4 **THE COUNTY’S OVERALL 2025 FISCAL YEAR BUDGET; AND FOR OTHER**  
5 **PURPOSES.**

6  
7 **WHEREAS,** O.C.G.A. § 36-81-3 provides that counties “shall establish by  
8 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
9 government” and that counties “shall adopt and operate under an annual balanced  
10 budget” to be adopted by ordinance or resolution; and

11 **WHEREAS,** O.C.G.A. § 36-81-3 further provides that a county may amend its  
12 budget to adapt to changing governmental needs during the budget period; and

13 **WHEREAS,** O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
14 follows:

15 (1) Any increase in appropriation at the legal level of control of the local  
16 government, whether accomplished through a change in anticipated  
17 revenues in any fund or through a transfer of appropriations among  
18 departments, shall require the approval of the governing authority. Such  
19 amendment shall be adopted by ordinance or resolution;  
20

21 (2) Transfers of appropriations within any fund below the local  
22 government's legal level of control shall require only the approval of the  
23 budget officer; and  
24

25 (3) The governing authority of a local government may amend the legal  
26 level of control to establish a more detailed level of budgetary control at  
27 any time during the budget period. Said amendment shall be adopted by  
28 ordinance or resolution; and  
29

30 **WHEREAS,** the legal level of control for Fulton County is the departmental level;

31 and

32 **WHEREAS,** on January 29, 2025 via Item 25-0070, the Board of Commissioners  
33 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

34 **WHEREAS,** the 2025 fiscal year budget includes a budget of \$30,286,934 for the

1 Department of Senior Services; and

2       **WHEREAS**, the 2025 fiscal year budget for the Department of Senior Services  
3 does not include the requested \$294,000 budget enhancement for the Aging Services  
4 and In Home Services contracts as identified in the Proposed Budget submitted on  
5 November 15, 2024; and

6       **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
7 budget review via Item 25-0564, which indicated the County is currently projected to  
8 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
9 revenue being greater than earlier estimates and projected actual expenses being less  
10 than earlier estimates; and

11       **WHEREAS**, according to the Finance Department's presentation, the excess  
12 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
13 expenses as required by Fulton County Code Section 102-290; and

14       **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
15 portion of the underruns to increase the departmental budget for the Department of  
16 Senior Services to fund the Aging Services and In Home Services contracts.

17       **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
18 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
19 amended by transferring \$294,000 from available resources to the Department of Senior  
20 Services to fund the Aging Services and In Home Services contracts.

21       **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
22 the appropriate departments and funding lines for effectuating such transfer and place  
23 the resulting budget soundings item on the agenda of the next Board of Commissioners

1 meeting for approval.

2 **BE IT FINALLY RESOLVED THAT** all resolutions or parts thereof in conflict

3 herewith are hereby repealed.

4 **SO PASSED AND ADOPTED**, this \_\_\_\_ day of September, 2025.

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**FULTON COUNTY  
BOARD OF COMMISSIONERS**

**Sponsored by:**

\_\_\_\_\_  
Moraima Ivory, Commissioner  
District 4

ATTEST:

\_\_\_\_\_  
Tonya Grier  
Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Y. Soo Jo  
County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0647

**Meeting Date:** 9/3/2025

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the department of Community Development in the amount of \$1,000,000.00, based on current underruns in the county's overall 2025 fiscal year budget; and for other purposes.  
(Ivory)

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR THE DEPARTMENT OF**  
3 **COMMUNITY DEVELOPMENT IN THE AMOUNT OF \$1,000,000, BASED ON**  
4 **CURRENT UNDERRUNS IN THE COUNTY’S OVERALL 2025 FISCAL YEAR**  
5 **BUDGET; AND FOR OTHER PURPOSES.**

6  
7 **WHEREAS,** O.C.G.A. § 36-81-3 provides that counties “shall establish by  
8 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
9 government” and that counties “shall adopt and operate under an annual balanced  
10 budget” to be adopted by ordinance or resolution; and

11 **WHEREAS,** O.C.G.A. § 36-81-3 further provides that a county may amend its  
12 budget to adapt to changing governmental needs during the budget period; and

13 **WHEREAS,** O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
14 follows:

15 (1) Any increase in appropriation at the legal level of control of the local  
16 government, whether accomplished through a change in anticipated  
17 revenues in any fund or through a transfer of appropriations among  
18 departments, shall require the approval of the governing authority. Such  
19 amendment shall be adopted by ordinance or resolution;  
20

21 (2) Transfers of appropriations within any fund below the local  
22 government's legal level of control shall require only the approval of the  
23 budget officer; and  
24

25 (3) The governing authority of a local government may amend the legal  
26 level of control to establish a more detailed level of budgetary control at  
27 any time during the budget period. Said amendment shall be adopted by  
28 ordinance or resolution; and  
29

30 **WHEREAS,** the legal level of control for Fulton County is the departmental level;

31 and

32 **WHEREAS,** on January 29, 2025 via Item 25-0070, the Board of Commissioners  
33 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

34 **WHEREAS,** the 2025 fiscal year budget includes a budget of \$10,405,955 for the

1 Department of Community Development; and

2 **WHEREAS**, the 2025 fiscal year budget for the Department of Community  
3 Development does not include the requested \$1,000,000 budget enhancement for the  
4 Veteran's Services Program as identified in the Proposed Budget submitted on  
5 November 15, 2024; and

6 **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
7 budget review via Item 25-0564, which indicated the County is currently projected to  
8 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
9 revenue being greater than earlier estimates and projected actual expenses being less  
10 than earlier estimates; and

11 **WHEREAS**, according to the Finance Department's presentation, the excess  
12 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
13 expenses as required by Fulton County Code Section 102-290; and

14 **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
15 portion of the underruns to increase the departmental budget for the Department of  
16 Community Development to fund the Veteran's Services Program.

17 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
18 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
19 amended by transferring \$1,000,000 from available resources to the Department of  
20 Community Development to fund the Veteran's Services Program.

21 **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
22 the appropriate departments and funding lines for effectuating such transfer and place  
23 the resulting budget soundings item on the agenda of the next Board of Commissioners

1 meeting for approval.

2 **BE IT FINALLY RESOLVED THAT** all resolutions or parts thereof in conflict  
3 herewith are hereby repealed.

4 **SO PASSED AND ADOPTED**, this \_\_\_\_ day of September, 2025.

5  
6 **FULTON COUNTY**  
7 **BOARD OF COMMISSIONERS**  
8

9 **Sponsored by:**

10  
11 \_\_\_\_\_  
12 Moraima Ivory, Commissioner  
13 District 4  
14

15  
16  
17 **ATTEST:**  
18

19  
20 \_\_\_\_\_  
21 Tonya Grier  
22 Clerk to the Commission  
23  
24

25  
26 **APPROVED AS TO FORM:**  
27

28  
29 \_\_\_\_\_  
30 Y. Soo Jo  
31 County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0648

**Meeting Date:** 9/3/2025

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to amend Fulton County's current budget to increase the departmental budget for the department of Arts and Culture in the amount of \$1,700,000.00, based on current underruns in the County's overall 2025 fiscal year budget; and for other purposes. **(Ivory)**

1 **A RESOLUTION TO AMEND FULTON COUNTY’S CURRENT BUDGET TO**  
2 **INCREASE THE DEPARTMENTAL BUDGET FOR THE DEPARTMENT OF ARTS**  
3 **AND CULTURE IN THE AMOUNT OF \$1,700,000, BASED ON CURRENT**  
4 **UNDERRUNS IN THE COUNTY’S OVERALL 2025 FISCAL YEAR BUDGET; AND**  
5 **FOR OTHER PURPOSES.**

6  
7 **WHEREAS,** O.C.G.A. § 36-81-3 provides that counties “shall establish by  
8 ordinance, local law, or appropriate resolution a fiscal year for the operations of the local  
9 government” and that counties “shall adopt and operate under an annual balanced  
10 budget” to be adopted by ordinance or resolution; and

11 **WHEREAS,** O.C.G.A. § 36-81-3 further provides that a county may amend its  
12 budget to adapt to changing governmental needs during the budget period; and

13 **WHEREAS,** O.C.G.A. § 36-81-3(d) provides that amendments shall be made as  
14 follows:

15 (1) Any increase in appropriation at the legal level of control of the local  
16 government, whether accomplished through a change in anticipated  
17 revenues in any fund or through a transfer of appropriations among  
18 departments, shall require the approval of the governing authority. Such  
19 amendment shall be adopted by ordinance or resolution;

20  
21 (2) Transfers of appropriations within any fund below the local  
22 government's legal level of control shall require only the approval of the  
23 budget officer; and

24  
25 (3) The governing authority of a local government may amend the legal  
26 level of control to establish a more detailed level of budgetary control at  
27 any time during the budget period. Said amendment shall be adopted by  
28 ordinance or resolution; and

29  
30 **WHEREAS,** the legal level of control for Fulton County is the departmental level;

31 and

32 **WHEREAS,** on January 29, 2025 via Item 25-0070, the Board of Commissioners  
33 of Fulton County (“BOC”) adopted the 2025 fiscal year budget; and

34 **WHEREAS,** the 2025 fiscal year budget includes a budget of \$6,090,899 for the

1 Department of Arts and Culture; and

2       **WHEREAS**, the 2025 fiscal year budget for the Department of Arts and Culture  
3 does not include the requested \$1,700,000 budget enhancement for the CFS Program  
4 as identified in the Proposed Budget submitted on November 15, 2024; and

5       **WHEREAS**, on August 6, 2025, the Finance Department presented the mid-year  
6 budget review via Item 25-0564, which indicated the County is currently projected to  
7 have \$69 million in underruns in the 2025 fiscal year budget due to projected actual  
8 revenue being greater than earlier estimates and projected actual expenses being less  
9 than earlier estimates; and

10       **WHEREAS**, according to the Finance Department's presentation, the excess  
11 underruns will increase the fund balance beyond the amount of 16.66% of budgeted  
12 expenses as required by Fulton County Code Section 102-290; and

13       **WHEREAS**, the BOC finds it to be in the best interests of the County to utilize a  
14 portion of the underruns to increase the departmental budget for the Department of Arts  
15 and Culture to fund the CFS Program.

16       **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
17 Fulton County that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is to be  
18 amended by transferring \$1,700,000 from available resources to the Department of Arts  
19 and Culture to fund the CFS Program.

20       **BE IT FURTHER RESOLVED** that the Finance Department is directed to identify  
21 the appropriate departments and funding lines for effectuating such transfer and place  
22 the resulting budget soundings item on the agenda of the next Board of Commissioners  
23 meeting for approval.

**BE IT FINALLY RESOLVED THAT** all resolutions or parts thereof in conflict  
herewith are hereby repealed.

**SO PASSED AND ADOPTED**, this \_\_\_\_ day of September, 2025.

**FULTON COUNTY  
BOARD OF COMMISSIONERS**

**Sponsored by:**

\_\_\_\_\_  
Moraima Ivory, Commissioner  
District 4

**ATTEST:**

\_\_\_\_\_  
Tonya Grier  
Clerk to the Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Y. Soo Jo  
County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0649

**Meeting Date:** 9/3/2025

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**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of the appointment of Jason Frazier and Julie Adams to the Board of Registration and Elections. **(Thorne/Ellis)**